



# **AGREEMENT**

BETWEEN

**BOARD OF LIBRARY TRUSTEES OF THE  
VILLAGE OF ELK GROVE VILLAGE**

AND

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)**

**2023-2027**

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## PREAMBLE

This Agreement is made and entered into by and between the Board of Library Trustees of the Village of Elk Grove Village (hereinafter referred to as the "Library") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of AFSCME Local 3783 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Library; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; to facilitate harmonious relations and communications between the Library administration and Board and the Union and employees; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

**Section 1.1. Recognition.** The Library recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time professional and non-professional employees in pay grades II-VII, as included in the bargaining units certified by the Illinois State Labor Relations Board in Case Nos. S-RC-92-23 and S-RC-98-109 (hereinafter referred to as “full-time employee,” “part-time employee,” or “employee,” as defined immediately below), but excluding all department heads, and all other managerial, supervisory, confidential, and short-term employees as defined by the Act, as amended.

When used in this Agreement, the term “full-time employee” shall refer to an employee whose normal work week consists of at least thirty-five (35) hours of work; the term “part-time employee” shall refer to an employee whose normal work week consists of seventeen and one-half (17 ½) hours work or less per week and, in any event, less than thirty (30) hours of work per week; the term “employee” shall refer to any employee who is included in the bargaining unit and covered by the terms of this Agreement.

**Section 1.2. Union’s Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**Section 1.3. New Classifications.** The Union recognizes the Library’s right to add or revise bargaining unit job classifications. The Library shall notify the Union of its decision to add any new classifications or revise a current classification. Where the parties agree that a new job classification should be in the bargaining unit, the parties will enter into a stipulation to an amendment or clarification of the bargaining unit. The Library shall have the right to set the initial pay range/wage rate for any new bargaining unit classification, provided that an employee

hired into such position shall be eligible for any remaining wage adjustments that may be provided during the remaining term of this Agreement.

**ARTICLE II**  
**UNION RIGHTS**

**Section 2.1. Dues Checkoff.**

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and the law of the state of Illinois. Nothing in this Section shall be construed to mandate membership in the Union.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee, provided that the Union may establish up to three separate uniform rates. The Union may change the fixed uniform dollar amount not more than once annually during the term of this Agreement by giving the Library at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. The Library will forward the dues deducted to the person designated by the Union. The Library will forward electronically (via email) the names, addresses, and social security numbers (last four digits only) of the employees for whom deductions have been made if such information is contained on the dues checkoff authorizations.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

In addition to the foregoing, the Library will, if the employee has specifically authorized it in writing, make deductions for Union sponsored benefit programs.

**Section 2.2. Indemnification.** The Union shall indemnify and hold harmless the Library, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Library for the purpose of complying with the provisions of this Article.

**Section 2.3. Union Bulletin Board and E-Mail.** The Library will provide AFSCME with a bulletin board and space for a mail tray in the staff lounge. Use of the bulletin board shall be limited to the posting of official Union notices of a non-political and non-defamatory nature. Except as provided in this Section, there shall be no posting of Union materials of any kind on Library property.

In addition, the Library will permit AFSCME representatives to use the Library's email system during non-paid time to communicate with members and Council 31, provided that the Library's rules and regulations governing computer use will be applicable at all times.

**Section 2.4. Access to Library Premises.** Non-employee Union representative(s) will be permitted access to Library premises during hours that the Library is open to the public for the specific purpose of representing employees pursuant to the provisions of this Agreement. The Union representative must provide notice upon arrival to the Library Director or designee; the Library Director or designee shall designate the area where such business is to be conducted. The Union representative shall take appropriate steps so as not to interfere with Library operations. The Union representative may visit with employees during their non-work time if such visit does not disturb the work of any employees who may otherwise be on duty. The privileges granted by this Section shall at all times be subject to general Library rules applicable to non-employees.

**Section 2.5. Union Access to Library Meeting Rooms.** Subject to the same policies and procedures that are applicable to Library patrons, unless mutually agreed otherwise, the Library agrees to make available Library conference and meeting rooms for use by AFSCME to meet with bargaining unit employees during their non-work time.

**Section 2.6. Information Provided to the Union.**

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

**Section 2.7. New Hires.** The Library shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to discuss the benefits of Union membership. The Library shall provide a private meeting space and shall schedule meetings of a duration of not more than thirty (30) minutes at a mutually agreeable time during the new employees' regularly scheduled work day with no loss of pay to the new employee and, if applicable, one bargaining unit employee who participates in the meeting as a local AFSCME representative.

**Section 2.8. Non-Discrimination.** Both the Library and the Union agree to not discriminate against any employee for union membership or non-membership or for participation or non-participation in legitimate Union activities.

**Section 2.9. Privacy.** The Library shall not provide information pertaining to bargaining unit employees to third parties that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7). The Union and affected employee(s) shall be provided with a copy of any public disclosure request submitted by a third party that pertains to bargaining unit employees prior to the Library's response to the request.

## ARTICLE III

### LABOR-MANAGEMENT COMMITTEE

**Section 3.1. Purpose and Frequency.** At the request of either party, the Local Union President, the AFSCME Staff Representative, and the Library Director, one other member of the Library's management team, or their designees shall meet at least quarterly to discuss matters of mutual concern. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**Section 3.2. Participation in Labor-Management Meetings.** The Local Union President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Library Director may invite other Library representatives (not to exceed two) to attend such meetings. Either side may request to bring additional individuals to a scheduled meeting and the other side shall not unreasonably refuse to agree to such a request. An employee who is scheduled to work will notify the Department Head prior to attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during the employee's regular hours of work with no loss of pay. Approval to attend such meetings shall not be unreasonably denied.

**Section 3.3. Labor-Management Meeting Minutes.** Minutes of the meetings shall be taken by the Library and by the Union on an alternating basis. Minutes of the meetings shall be distributed to the parties within two weeks after the meeting. They may be posted on the Union Bulletin Board.

## ARTICLE IV

### GRIEVANCE PROCEDURE

**Section 4.1.** **Definition.** A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Library involving an alleged violation of an express provision of this Agreement. An employee is entitled to Union representation at each and every step of the Grievance Procedure. Employees have the right to give written authorization to the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union. No settlement of a grievance filed by an individual employee without Union representation shall be inconsistent with the terms of this Agreement.

**Section 4.2.** **Procedure.** The parties acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor (in most cases, the employee’s Department Head), specifically indicating that the matter is a grievance under this Agreement. The grievance shall state the provision or provisions of this Agreement which are alleged to have been violated, the relief requested, and a statement of the facts that gave rise to the grievance. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the matter giving rise to the grievance, or no later than fourteen (14) calendar days after the employee through the use of reasonable diligence should have become

aware of the occurrence of the matter giving rise to the grievance. If requested by the grievant at the time the grievance is submitted, the immediate supervisor shall meet within seven (7) calendar days at a mutually agreeable time with the grievant and, if requested by the grievant, a union representative, to discuss the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the meeting or seven (7) calendar days after the grievance is presented if no meeting is requested when the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Library Director within seven (7) calendar days after receipt of the Library's answer at Step 1. The Library Director, or the designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Library Director, or the designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting or seven (7) calendar days from the date that a meeting is waived.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Library Board within fourteen (14) calendar days after receipt of the Library Director's answer

at Step 2. The appeal shall be considered in executive session at the next regularly scheduled meeting of the Library Board, provided the appeal is received at least one week prior to the next regularly scheduled meeting. The Library Board shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting at which the appeal is considered.

**Section 4.3.** **Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Library Board's written answer as provided to the Union at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and subregional. Both the Library and the Union shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names and the other party shall then strike two (2) names. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Library representatives.

- (c) The Library and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Library and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit a decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

The fees and expenses of the arbitrator shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses who are not bargaining unit employees.

**Section 4.4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. All questions of arbitrability, both procedural and substantive, shall be initially decided by the arbitrator, but without prejudice to the right of either party to seek judicial review of such questions. The arbitration shall be empowered to determine the issue raised by the grievance as submitted in writing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 4.4 shall be final and binding on the employee(s) involved, the Union, and the Library.

**Section 4.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) week days after the first occurrence of the event giving rise to the grievance, or within fourteen (14) week days after the employee through the use of reasonable diligence should have become aware of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above or appealed within the time limits set forth in this agreement, it shall be considered “waived” and may not be pursued further. If the Library does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 4.6. Union Grievances.** If the Union believes that the Library has violated an express provision of this Agreement that concerns a specific Union right set forth in this Agreement (e.g., dues checkoff, access to Library premises, etc.), the Union may file a grievance on its own behalf in accordance with the provisions of this Article. In addition, where the same facts give rise to the same grievance involving two or more employees, the Union may file a grievance on their behalf.

**Section 4.7. Bypassing Steps.** The Union President and the Library Director, or their designees, may by mutual agreement in writing bypass one or more steps of the grievance procedure set forth above.

**Section 4.8. Attendance at Grievance Meetings.** If any grievance meetings with the Library or arbitration hearings are scheduled during the working hours of any grievant, or the Union representative, such employee(s) shall be released from duty to attend such

meetings/arbitration hearings without loss of pay. Other employee(s) may, by mutual agreement of the parties, attend such meetings without loss of pay.

**Section 4.9. Relevant Information.** Upon the reasonable request of either the Union or the Library, the other party will provide to the party making the request relevant materials relating to the processing of a grievance which are reasonably available, provided that this obligation will not require either party to collate or prepare information.

**Section 4.10. Miscellaneous.** No member of the bargaining unit who is serving in any acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Library unless and until the Library has agreed thereto in writing.

## ARTICLE V

### NO STRIKE AND NO LOCKOUT

**Section 5.1. No Strike.** During the term of this agreement, neither the Union nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, stoppage of work, refusal to perform overtime, mass absenteeism, or any other intentional interruption disruption of the operations of the Library, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Library.

**Section 5.2. Responsibility of Union.** Should any activity proscribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Library in writing that such action is not sanctioned by the Union;
- C. Notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Library to accomplish this end.

**Section 5.3. Responsibility of Union Stewards.** All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 5.1 of this Article and to encourage any such employees to return to work.

**Section 5.4.** **No Lockout.** During the term of the Agreement, the Library will not lock out any employees as a result of a labor dispute with the Union.

## ARTICLE VI

### SENIORITY

**Section 6.1. Definition.** Seniority is an employee's full-time equivalent continuous service since the employee's last date of hire in a position covered by this Agreement, except as provided below:

- (a) If an employee is promoted by the Library to a position excluded from the bargaining unit and subsequently is, at the sole discretion of the Library, transferred back to a bargaining unit position, the employee's original date of hire shall be restored and the employee's seniority shall be calculated on the basis of said date.
- (b) If a non-probationary employee resigns from a bargaining unit position and subsequently within one (1) year is, at the sole discretion of the Library, rehired in a bargaining unit position, the accumulated seniority that the employee had at the time of resignation shall be restored.

Seniority shall be calculated based on full-time equivalent service. Thus, part-time employees shall accumulate prorated seniority credit. If a part-time employee is employed in a position for which a full-time employee is scheduled to work on the basis of a 35 hour workweek, the prorated seniority credit would be based on the ratio of hours worked to 1,820 hours. Example: If a part-time employee is paid for 910 hours in a given year, such employee would accumulate .5 of a year's seniority.

If two or more employees have the same amount of accumulated seniority, priority shall be determined by lot.

**Section 6.2. Probationary Period.** Employees hired after the effective date of this Agreement shall be considered probationary employees for their first twelve (12) months of continuous service in a position covered by this Agreement, after which their seniority shall date back to their last date of hire in a position covered by this Agreement. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise disciplined at the sole discretion of the Library without recourse to the grievance procedure. The probationary period for employees hired prior to the effective date of this Agreement shall be as provided in applicable Library personnel policy, but the remaining provisions of this Section shall be applicable to such employees.

**Section 6.3. Layoffs.** In the event the Library decides to reduce the number of employees in a given job classification within a department, the least senior employee(s) in said classification in said department shall be laid off as long as the remaining employees are qualified to perform any work that remains with only minimal orientation, provided that probationary employees will be laid off before any part-time or full-time employees are laid off in that classification. If the rified position is a full-time position, the least senior full-time employee in that classification will be laid off first; if the rified position is a part-time position, the least senior part-time employee in that classification will be laid off first. Absent emergency circumstances, the Library will provide both the Union and the affected employee(s) with at least thirty (30) calendar days' notice of the effective date of the layoff. During this thirty (30) calendar day period, the Library will, if requested by the Union, arrange a meeting to discuss the reasons for the layoff and consider any alternatives that the Union might suggest at said meeting.

A full-time employee who is laid off shall have the right to bump the least senior full-time or part-time employee in another bargaining unit position in an equal or lower paying grade

for which it is determined the employee is currently qualified with only minimal orientation. A part-time employee who is laid off shall have the right to bump the least senior part-time employee in another bargaining unit position in an equal or lower paying grade for which it is determined the employee is currently qualified with only minimal orientation.

**Section 6.4. Recall.** Employees who are laid off shall be placed on a recall list for a period of two (2) years or the length of their service from last date of hire, whichever is shorter. If there is a recall in the job classification in the department from which the employee was laid off, employee(s) who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are currently qualified to perform the work to which they are recalled with only minimal orientation. No new employee shall be employed in any bargaining unit position if an employee with recall rights in an equal or lower paying grade is currently qualified for the position with only minimal orientation unless the employee waives or forfeits any right to be recalled to work in said position. If there are two or more such employees with recall rights, the most senior employee shall be recalled first.

Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union, provided that the employees must notify the Library Director or designee of their intention to return to work within three (3) days after receiving notice of recall. The Library shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Library Director or designee with the employee's latest mailing address. If an employee fails to timely respond to a recall notice the employee's name shall be removed from the recall list.

**Section 6.5. Effects of Layoff.** During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Library:

1. An employee shall be paid for any earned but unused vacation days.
2. Continued coverage under the Library's group medical insurance program in accordance with the terms applicable prior to being laid off for one (1) month; thereafter, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave hours that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the period of time that the layoff exceeds six (6) months.

**Section 6.6. Non-Application of Seniority Rights Within Classifications.** Seniority does not give employees any preference for particular work assignments, equipment, or types of work within their job classifications.

**Section 6.7. Seniority List.** Every six months (approximately May 1 and November 1) the Library shall post a seniority list of employees in the bargaining unit. The Library shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Library Director in writing within four (4) calendar weeks after the list is posted. For reasonable cause, the Union may request that an updated seniority list be posted prior to the next scheduled update.

**Section 6.8. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Library Director or designee of the intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) calendar weeks after receiving notice of recall;
- (g) is laid off for a period in excess of the employee's length of service from the last date of hire or two (2) years, whichever is shorter;
- (h) does not perform work for the Library for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for three (3) consecutive working days without notifying the Library.

Employees who establish to the Library's satisfaction that their absence under subsection (e) and (f) or their failure to notify under subsection (i) was clearly due to circumstances reasonably beyond their control shall not be terminated under this Section. If an employee believes that the Library has acted arbitrarily in considering circumstances which the employee asserts were reasonably beyond the employee's control, the employee may file a grievance in accordance with the grievance procedure set forth in this Agreement.

**Section 6.9. Accrual of Seniority While on Leaves of Absence or Layoff.** A non-probationary employee shall continue to accrue seniority as defined in Section 1 above while on

a paid leave of absence. In addition, a non-probationary employee shall continue to accrue seniority credit in accordance with the guidelines set forth in Section 6.1 above while on an unpaid leave of absence or layoff for a maximum period of six (6) months; if an unpaid leave of absence or layoff exceeds six (6) months and the employee thereafter returns or is recalled to work, the employee shall not accrue any additional seniority credit. The length of time that an employee may be on a paid or unpaid leave of absence and the length of time that an employee on layoff has recall rights are governed by the specific provisions of this Agreement that deal with those matters and are not affected by the provisions of this Section.

**Section 6.10. Furloughs.** If the Library is seriously considering a Library-wide furlough program in lieu of layoffs, it will give the Union 30 days written notice and meet with the Union to negotiate over the details of any such furlough program. Unless the parties mutually agree otherwise, any such furlough program involving bargaining unit employees will include the following:

- No more than one unpaid furlough day will be scheduled per month.
- Time spent on unpaid furlough days shall not affect any employee's seniority or eligibility for sick leave or vacation.
- The contractual lay off procedure shall not be applicable to any such furlough program.

## ARTICLE VII

### FILLING OF VACANCIES

**Section 7.1. Filling of Vacancies.** If there is a vacancy in a classification covered by this Agreement which the Library is seeking to fill on a permanent basis, notice of the vacancy shall be posted in the staff lounge for a period of fourteen (14) calendar days. During this fourteen (14) calendar day posting period, employees in an equal or higher paying grade in another department may apply in writing for a transfer, and employees in a lower paying grade (including any such employees on layoff with recall rights) may apply in writing for a promotion. First consideration shall be given to applicants for a transfer. If there is no fully qualified applicant for a transfer, consideration shall then be given to applicants for a promotion. In either case, if it is determined that the skills, abilities, and qualifications of two or more applicants for such vacancy are substantially equal, seniority shall govern in the selection of the employee for the position. All applicants shall be notified in writing of the outcome of their bids or a change in the status of the posting. An employee who is not selected may request to meet with the Department Head to review the results of the selection process. If an employee believes that the Library has acted arbitrarily or capriciously in determining the employee's skills, abilities, and qualifications for the position in question, the employee may file a grievance in accordance with the provisions of Article IV (Grievance Procedure). Nothing herein shall require the Library to fill any vacancy.

Permanent vacancies shall be posted only after employees on layoff have been given the opportunity to exercise their recall rights pursuant to the provisions of Section 6.4.

If the Library determines that there is no fully qualified bargaining unit applicant for the vacant position, the Library may hire a new employee for the position. The Library shall

advertise the position simultaneously with the posting. The scope of advertising to be undertaken shall be at the sole discretion of the Library.

Nothing contained in this Section shall prevent the Library from temporarily filling a posted vacancy until it is determined whether there are applicants with the necessary skills, ability, and qualifications to perform satisfactorily the work involved. Temporary vacancies are defined as job vacancies that may periodically occur in any job classification that are not expected to exceed ninety (90) days.

**Section 7.2. Promotional Probationary Period.** If the position is filled by a promotion (i.e. by an employee in a lower paying grade), the probationary period in the new position shall be four (4) months. If the Library determines during said probationary period that the employee is unable to satisfactorily perform the duties and responsibilities of the new position, the employee shall be reassigned to the former position or an equivalent position at the former wage rate.

**Section 7.3. Promotional Pay Raise.** When an employee has been promoted from one pay grade to a higher pay grade in the bargaining unit, the employee shall be moved to the step in the new pay grade that equals an increase of at least five percent (5%).

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

**Section 8.1. Application of Article.** This Article is intended to define the normal hours of work per day or per week and provide the basis for the calculation of, and payment of, overtime and shall not be construed as a guarantee of hours of work per day or per week, or as a guarantee of days of work per week or per year.

**Section 8.2. Normal Workweek.** The normal workweek for full-time employees shall be between thirty-five (35) hours per week and forty (40) hours per week, consisting of five (5) workdays within a seven (7) consecutive day period. The normal workweek for part-time employees varies, but shall not normally exceed an average of seventeen and one-half (17 ½) hours within a seven (7) consecutive day period.

A part-time employee who is scheduled to work less than seventeen and one-half (17 ½) hours per week may request to work additional hours up to seventeen and one-half (17 ½) hours per week with the understanding that the decision on the employee's request shall be at the sole discretion of the Library.

The work week is defined as the seven (7) day period commencing at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday.

The Library will strive to schedule full-time employees to work no more frequently than every fourth weekend. Nothing herein, however, is intended to limit the right of the Library to make scheduling decisions to meet the operating needs of the Library.

**Section 8.3. Weekend Work.** The parties agree that it is the goal to schedule full-time employees to work no more frequently than every fourth weekend unless one or more full-time employees desire to work weekends more frequently.

Nothing in this Section is intended to affect the Library's right to make scheduling decisions to meet the operational needs of the Library.

**Section 8.4. Attendance at Library Meetings.** Employees may be required, unless excused by their immediate supervisor, to attend regularly scheduled general staff and departmental meetings, regardless of whether such meetings occur during or outside of the normally scheduled hours of work.

**Section 8.5. Overtime Pay.** Employees shall be paid their straight time hourly rate of pay for any hours worked above their normal hours of work per week and forty (40) hours. For any hours worked above forty (40) hours in a workweek, employees shall be paid one and one-half times their regular straight-time hourly rate of pay.

Full-time employees shall be paid one and one-half times their regular straight-time hourly rate of pay for any hours worked on Sundays.

Part-time employees who have worked at least ten (10) hours in a workweek prior to Sunday shall be paid, in addition to their regular pay, a Sunday differential of \$16.25 for each Sunday that they work in such a workweek.

**Section 8.6. Distribution of Overtime Work.** So far as practicable and without reducing efficiency of work performance, opportunities to work overtime shall be equitably distributed among employees in the same job classification within the same department. Any employees who establish that they did not get an overtime opportunity that they should have received, the applicable employee shall be given the next available overtime opportunity in order to restore balanced distribution.

**Section 8.7. Schedules and Changes in Normal Workweek.** Should it be necessary in the Library's judgment to establish schedules departing from the normal workweek or to

change the shift schedule of an employee or employees, the Library will give as much advance notice as practicable of such change to all affected employee(s).

Each department will post employee work schedules at least four (4) weeks in advance, subject to the provisions of this Section.

**Section 8.8. Trading of Scheduled Hours of Work.** Two employees within the same department who are qualified to perform each other's job for the shift hours in question may request approval either to trade scheduled hours of work on Monday through Thursday which shall be completed within two weeks or to trade scheduled hours of work on Friday through Sunday which shall be completed within three months. Such request should be submitted if possible two calendar days prior to the day of the requested change or trade. An approved trade of hours shall be considered a duty trade for FLSA purposes and shall not result in any change in an employee's rate of pay or in the receipt of overtime pay. If an employee has traded off, the employee will not be required to work on the originally scheduled day. Neither employee may request time off for the days involved in the trade.

Employees who make a trade and are unable to work the shift traded due to emergency circumstances that are clearly beyond the employee's control (e.g., death in the immediate family, the employee's hospitalization, or act of God), no adverse action will be taken against the employees as long as the employees notify the Library as soon as possible of their inability to work the shift traded.

An employee may give hours to another employee within the same department who is qualified to perform the job for the shift hours in question, provided the employee gives advance notification to the department chair of the name of the employee to whom hours are being given.

Such give away shall be considered an unreciprocated trade and all the provisions of this Section 8.1 and 8.8 of this Article shall apply.

Employees within a department may agree to make “permanent changes” in the generic schedule with the approval of the department head. Such changes shall be submitted to the Library Administrator by the department head. Section 8.8 of this Article shall not apply to changes made in this manner.

Frequent or excessive trades and/or work “give aways” are discouraged.

**Section 8.9. Breaks and Meal Periods.** Full-time employees shall be scheduled for two fifteen (15) minute breaks, one scheduled during the first half of the shift and the other during the second half of the shift. Part-time employees who are scheduled to work three (3) hours or more but less than six (6) hours in any given day shall be scheduled for one fifteen (15) minute break; part-time employees who are scheduled to work six (6) hours or more, excluding the unpaid meal period, on a given day shall be scheduled for two fifteen (15) minute breaks. The fifteen-minute break periods shall be non-cumulative, and shall include any travel time utilized by an employee during the break period. Except in emergency situations, an unpaid thirty (30) minute meal period shall be scheduled for any employee who is scheduled to work more than five (5) hours in any given day; provided, however, in circumstances where it would not adversely affect Library operations, a part-time employee and the immediate supervisor mutually agree otherwise. An employee assigned to a non-public service department may request a thirty (30) minute unpaid meal period instead of the normal sixty (60) minute meal period. While such a request will be considered, it is subject to the operating needs of the Library and the decision on the request shall be at the sole discretion of the Library.

**Section 8.10. Call-Back Pay.** An employee who is called back to work outside the employee's scheduled hours of work (i.e., hours not contiguous to the scheduled shift), will be paid for a minimum of two (2) hours or for all hours worked outside the employee's normal hours of work within a consecutive 24-hour period of time, whichever is greater, at the applicable hourly pay rate, notwithstanding the number of times called back to work. This Section shall not be applicable to scheduled overtime.

**Section 8.11. Out-of-Classification Work.** The Library may temporarily assign an employee to perform the duties of another classification. An employee who is temporarily assigned to perform the duties of another classification shall continue to be paid on the basis of the permanent classification. If, however, an employee is temporarily assigned for more than one (1) week or longer to a classification in a higher paying grade, the employee will either be paid the minimum hourly rate for the higher paying grade or five (5) percent above the current hourly rate of pay in the employee's permanent classification, whichever is higher, if the employee actually assumes responsibility for performing the basic duties in the higher paying grade.

**Section 8.12. Flexible Work Schedule.** An employee may request a flexible work schedule. While such a request will be considered, it is subject to the operating needs of the Library and the decision on the request shall be at the sole discretion of the Library.

**Section 8.13. No Pyramiding.** Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

## ARTICLE IX

### PAID LEAVES

**Section 9.1. Sick Leave.** A full-time employee shall earn sick leave for each full calendar month of employment that the full-time employee is on the active payroll based on the number of hours that the employee is normally scheduled to work per day. Example: A full-time employee who is normally scheduled to work seven (7) hours per day shall earn seven (7) hours of sick leave for each full calendar month that said employee is on the active payroll. A full-time employee may accumulate sick leave to a maximum of five hundred four (504) hours.

A part-time employee shall earn seven (7) hours of sick leave for every one hundred fifty (150) hours worked. A part-time employee may accumulate sick leave to a maximum of two hundred fifty-two (252) hours.

Sick leave shall be allowed when the employee is actually sick or disabled, or where there is illness in the employee's family (i.e., spouse, child, parent, or a member of the employee's household, or any relative or person for whom the employee has custodial responsibility) which requires the employee's presence. Sick leave may be used in increments of one (1) hour or more.

An employee, with the prior approval of the Department Head, may use sick leave for a medical appointment, provided that such approval shall not be arbitrarily denied.

In the event an employee is unable to report for work due to illness as provided above, the employee must notify the immediate supervisor in the prescribed manner as soon as possible but in no event later than the start of the employee's scheduled shift. The failure to provide such notification will result in the employee being off without pay unless the employee is able to

demonstrate that the failure to provide such notification was clearly due to circumstances reasonably beyond the employee's control.

A doctor's statement or other documentation may be required for use of sick leave. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay.

Abuse of sick leave shall be grounds for discipline up to and including discharge, subject to the provisions of Article XVI, Section 16.1 (Discipline) of this Agreement.

**Section 9.2. Sick Leave Bank.** In the event an employee accumulates sick leave time in excess of 504 hours for a full-time employee (576 for a 40 hour work week employee) or 252 hours for a 17.5 hour per week employee, such excess hours shall be contributed to a sick leave bank. An employee who has contributed sick leave hours to the sick leave bank and who has exhausted personal sick leave may draw sick leave hours from the sick leave bank. The maximum number of hours that can be drawn from the sick leave bank shall be three times the number of hours the employee contributed to the bank. Hours contributed to the Sick Bank that are unused at the time of retirement are counted toward the IMRF Retirement credit up to a limit of one year (1,920 hours). Once per fiscal year, the Library shall notify employees who participate in the Sick Leave Bank of the number of hours they have in the bank

**Section 9.3. Personal Leave.** Full-time employees may be granted up to three (3) days of non-accumulative paid leave per year for personal reasons. Except in emergency circumstances, requests for personal leave must be submitted on the form provided for this purpose at least three (3) working days in advance of the day requested. Personal leave must be taken in an increment of at least one (1) hour. A request to take two personal days or to take a

personal day immediately prior to or following a holiday or a vacation day or to take a personal leave day on a Saturday or Sunday must include a specific statement of reasons for the leave and must be approved in advance by the Library Director. Requests to use personal leave shall not be unreasonably denied.

The three non-accumulative personal days shall be accrued on the employee's anniversary date,

During the first year of employment, a full-time employee shall accrue one (1) personal leave day after the first four (4) months of full-time employment and two (2) days after the first eight (8) months of full-time employment.

**Section 9.4. Jury/Subpoena Leave.** All employees will be granted a leave of absence for jury service or for time spent responding to a subpoena in a judicial proceeding in which the employee is not a party litigant. For each day employees are absent for either purpose on which they would have otherwise been scheduled to work, they shall receive the regular pay they would have received for such day, provided the employees present satisfactory proof of absence for such purpose.

**Section 9.5. Funeral/Wake Leave.** An employee shall be granted funeral leave without loss of pay for up to five (5) working days within a seven (7) consecutive calendar day period in case of a death in the employee's immediate family for the purpose of attending the funeral/wake and/or fulfilling other family responsibilities. The Library Director may approve an exception to the seven (7) consecutive day requirement based on the circumstances presented (e.g., a day or two immediately upon the death of the relative and a day later for a memorial service that is scheduled several weeks after the death).

For the purposes of this Section, the term "immediate family" shall be an employee's spouse, domestic partner, child (including step or adopted), parent (including step), sibling

(brother or sister, including step or half), grandparent, grandchild, any member of the spouse's immediate family, and any relative or spouse's relative living in the same household with the employee. In special cases where the employee was primarily raised by another person, that person shall be considered a member of the employee's immediate family.

A one-day leave without loss of pay shall be granted to an employee to attend the funeral/wake of a relative or in-law not included in the definition of immediate family set forth above.

In situations involving the death of a person who is not a relative or a member of the immediate family, the employee may request a one-day leave to attend the funeral/wake, provided that such requests shall not be unreasonably denied. If approved, the employee may request that the day's leave be charged against sick leave, personal leave, or vacation time. If the employee has no such time available for such use, the leave shall be without pay.

If schedules permit, time may be allowed during a scheduled working day to attend funerals/wakes of staff members, retired staff, or Board members.

Further, pursuant to the Illinois Family Bereavement Leave Act, employees (including Pages) may take up to two weeks (10 workdays) of unpaid leave as provided for in the Act. However, any alleged violation of the Act or conflict about the interpretation or application thereof, shall not be subject to the parties' arbitration process.

**Section 9.6. Leave for National Guard or Reserve Duty.** Employees who are members of a Reserve or National Guard unit will be granted a paid leave of absence not to exceed 15 work days per calendar year for active military service, provided they turn over to the Library any compensation received for such service.

**Section 9.7. Maternity and Parental Leave.** In the use of other available paid time off and/or the use of FMLA leave, an employee who has been employed by the Library for at least twelve (12) months shall be granted paid parental leave as follows:

- Up to four (4) weeks of paid maternity leave to a birth parent to recover from delivery; or
- Up to four (4) weeks of paid parental leave for the birth of a child or children to the spouse or domestic partner of the birth parent; or
- Up to four (4) weeks of paid parental leave for the placement with the employee of a child for adoption or foster care and to bond with the newly placed child.

## ARTICLE X

### UNPAID LEAVES OF ABSENCE

**Section 10.1. Family Responsibility Leave.** Employees who wish to be absent from work without pay in order to meet or fulfill family responsibilities, as defined below, arising from the employees' role in their family or as head of the household shall be granted a family responsibility leave for a period of up to twelve (12) weeks without pay. If an employee requests a family responsibility leave following an unpaid medical disability leave, the duration of the two leaves combined may not exceed twelve (12) weeks.

An employee's request for family responsibility leave shall be submitted in writing stating in reasonable detail the purpose of the leave and the expected duration of the leave. Such written request shall be submitted reasonably in advance of the leave unless precluded by emergency conditions. If requested in writing by the employee prior to the ending date of the leave, family responsibility leave may be extended at the sole discretion of the Library.

Use of family responsibility leave shall be for the following purposes:

1. to provide nursing and/or custodial care for the employee's newborn child, whether natural born or adopted;
2. to care for a temporarily disabled, incapacitated, or bedridden resident of the employee's household or a member of the employee's immediate family;
3. to furnish special guidance, care, or supervision of a resident of the employee's household or a member of the employee's immediate family in extraordinary need thereof;
4. to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war, or other similar disruptive event;

5. to settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and provided the exercise of such functions precludes the employee from working; or
6. to perform family responsibilities consistent with the intention of the Section but not otherwise specified.

For unpaid family responsibility leave the Library will continue to pay its share of the cost to maintain insurance coverage for full-time employees who have worked at least 1,250 hours over the previous twelve (12) months. If the employee fails to return to work for reasons other than the serious health condition of the employee or an immediate family member, the employee shall repay to the Library the premiums paid on the employee's behalf to maintain insurance coverage while on unpaid family responsibility leave.

**Section 10.2. Unpaid Medical Disability Leave.** An employee who has exhausted all sick leave may request an unpaid medical leave of absence for a period not to exceed one (1) year where there is a reasonable expectation that the employee will be able to return to work within one (1) year. The Library may require the employee to provide written verification of the request by the employee's physician which shall include the diagnosis, prognosis, and expected date by which the employee may be reasonably expected to return to work. The Library also reserves the right to have the employee examined at its expense by a physician (Board certified) selected by the Library.

For unpaid medical disability leave the Library will continue to pay its share of the cost to maintain insurance coverage for full-time employees who have worked at least 1,250 hours over the previous twelve (12) months and who have been so employed continuously without any

interruption of continuous service as a result of an unpaid leave of absence in accordance with the following schedule:

Length of Uninterrupted Full-Time Service	Period of Payment
Less than 1 year	No payment
1 year but less than 5 years	3 months
5 years or more	5 months

Computation of the period of continuous service for the purposes of this paragraph shall be determined as of the date the leave commences. If the employee fails to return to work for reasons other than the serious health condition of the employee or an immediate family member, the employee shall repay to the Library the premiums paid on the employee's behalf to maintain insurance coverage while on unpaid medical disability leave.

If the employee returns to work within ninety (90) days after going on sick leave/unpaid medical disability leave, the employee shall be reinstated in the same or similar job classification in which the employee was in prior to the start of the leave, seniority permitting. If the employee has been on sick leave/unpaid medical disability leave for more than ninety (90) days at the time the employee offers to return to work and there is no vacancy in the same or similar job classification, then the employee shall be reinstated, seniority permitting, in the first bargaining unit position that thereafter becomes available for which it is determined that the employee is qualified to fill.

**Section 10.3. Voting Time.** All employees who are registered voters may request leave for up to two (2) hours to vote in a regular election pursuant to the Illinois Election Code if they are unable to do so on their own free time. Application for such leave must be made prior to the day of the election and the appropriate department head has the right to specify the time during

which the employee may be absent from work. Employees will not be paid for any time taken to vote.

**Section 10.4. Other Unpaid Leaves.** The Library may grant an employee's request for an unpaid leave for purposes other than those specified above on such terms and conditions as the Library at its sole discretion may determine.

**Section 10.5. Employee Rights Upon Timely Return From Leave.** When an employee returns from a leave of absence provided for in this Article, the Library shall return the employee to the same or similar position in the same or similar job classification in which the employee was in prior to the start of the leave if such a position exists, seniority permitting.

**Section 10.6. Non-Employment Elsewhere.** Unless approved in writing by the Library Director, a leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Unless approved in writing by the Library Director, any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Library.

**Section 10.7. Family and Medical Leave Act.** In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the Library may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

## ARTICLE XI

### HOLIDAYS

**Section 11.1. Holidays.** The following are paid holidays for all eligible employees:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

Two Floating Holidays

If any of the foregoing holidays falls on Sunday, the holiday shall be observed on Monday.

Floating holidays must be taken in the year earned and in increments of full workdays.

Employees will not receive any compensation for any unused floating holidays upon separation, and floating holidays may not be carried over to the following calendar year. Floating holidays may be taken as mutually agreed to by the employees and their immediate supervisor. Floating holiday pay shall be based on the employee's scheduled hours of work or the employee's average hours of work, whichever is less.

Beginning on January 1, 2024, employees will receive their two (2) floating holidays on January 1<sup>st</sup> of each year. New employees who are hired and begin working for the Library before June 30<sup>th</sup> of the year will receive two (2) floating holidays. New employees who are hired and begin working for the library on or after July 1<sup>st</sup> of the year, will receive one (1) floating holiday.

**Section 11.2. Holiday Pay.** For each of the holidays listed in Section 11.1 above an eligible employee shall receive holiday pay based on the number of hours that the employee would have been scheduled to work but for the holiday at the employee's regular straight-time hourly rate of pay.

If a holiday falls on a day when an employee would not have been scheduled to work (i.e., a regularly scheduled day off), an eligible employee shall receive pay equal to the average number of hours per day that an employee worked in the preceding calendar quarter. The formula is as follows:

Total hours worked in the previous calendar quarter divided by the number of days worked in said quarter equals the average number of hours worked per day.

This resulting number is then rounded to the nearest quarter of an hour. Examples: If an employee in the previous quarter worked a total of 204 hours on 52 different work days, the average number of hours worked per day would be 3.92 hours, which in turn would be rounded to 4 hours. If an employee in the previous quarter worked a total of 300 hours on 52 different work days, the average number of hours worked per day would be 5.77 hours, which in turn would be rounded to 5.75 hours.

When any employee is scheduled to work on one of said holidays, the employee, in addition to the employee's regular pay, shall receive an extra hour's pay for each hour worked on the holiday.

Although not considered as holidays for purposes of this Agreement, if the Library decides to close the Library on Easter Sunday, the Sunday before Memorial Day, the Sunday before Labor Day, or after 1 p.m. on New Year's Eve, an eligible employee (i.e., an employee

who meets the eligibility requirements specified in Section 11.3 below) shall receive pay based on the number of hours that the employee would have been scheduled to work but for the decision of the Library to close on one or more of the foregoing days at the employee's regular straight-time hourly rate of pay.

**Section 11.3. Eligibility Requirements.** In order to be eligible for holiday pay, the employee must have been hired at least 90 days prior to the date of the holiday, be on the active payroll, and work the full scheduled work day immediately preceding and immediately following the holiday unless the employee is excused in writing by the supervisor from compliance with this requirement if the employee submits acceptable documentation of the reason for the employee's absence (e.g., a doctor's note). Tardiness of one hour or less will excuse an employee from this requirement if the employee has a reasonable and bona fide ground for being tardy (e.g., automobile breakdown but not oversleeping), unless an employee has previously received discipline for tardiness and/or absenteeism.

**ARTICLE XII**

**VACATIONS**

**Section 12.1. Paid Vacations.** All employees who have been employed in such capacity for at least one (1) full year shall receive a paid vacation if they meet the eligibility requirements set forth in Section 12.3 below based on the following:

PAY GRADES II AND III

Year of Continuous Service	Amount of Vacation
1 year through 2 years	2 weeks (10 work days)
3 years through 4 years	3 weeks (15 work days)
5 years or more	4 weeks (20 work days)

PAY GRADES IV – VII

Year of Continuous Service	Amount of Vacation
1 year through 4 years	2 weeks (10 work days)
5 years through 7 years	3 weeks (15 work days)
8 years or more	4 weeks (20 work days)

An employee who is at the top step of the salary schedule and who has at least twenty-one (21) years of continuous Library employment shall be eligible to receive one additional work day of vacation if the employee otherwise meets the vacation eligibility requirements set forth in Section 12.3 below. An employee who is at the top step of the salary schedule and who has at least twenty-three (23) years of continuous Library employment shall be eligible to receive two additional work days of vacation (i.e., a total of 22 work days of vacation) if the employee otherwise meets the vacation eligibility requirements set forth in Section 12.3 below.

Vacation time earned in the first year of continuous service shall be taken during the second year of service, except that an employee may request to be advanced one week of vacation after three (33) months of employment, operational needs permitting, even though such vacation has not yet been earned, with the understanding that the employee will be required to reimburse the Library if the employee leaves the employ of the Library prior to the completion of one (1) year of continuous service. Vacation time earned during the second year of service shall be taken during the third year of service, etc.

If a holiday occurs during an employee's scheduled period of vacation, said employee shall be entitled to an additional day of vacation in lieu of the paid holiday.

**Section 12.2. Perfect Attendance Bonus.** In addition to the foregoing, if an employee has not used any sick leave time during the preceding year of employment as of the employee's anniversary date of employment, an employee otherwise eligible to receive paid vacation shall earn one (1) additional day of paid vacation which shall be scheduled in accordance with the provisions of Section 12.7 below. Employees shall be advised in writing if they have earned one (1) additional day of paid vacation.

**Section 12.3. Eligibility Requirements.** In order to be eligible for vacation pay, employees must have worked at least eighty percent (80%) of the hours that they were scheduled to work in the preceding year. If employees work less than eighty percent (80%) of the hours that they were scheduled to work in the preceding year, they shall receive pro rata vacation pay.

**Section 12.4. Vacation Pay.** For full-time employees, vacation pay for an eligible employee shall be based on the number of hours that the employee is regularly scheduled to work.

Vacation pay for an eligible part-time employee shall be based on the average number of hours actually worked per week in the year immediately preceding the employee's anniversary date of employment, including time in paid status for vacations and for holidays if the part-time employee would have normally been scheduled to work on the day in question. Example: If an employee actually works 1,300 hours in the preceding year including time in paid status for holidays if the part-time employee would have normally worked on the day in question and vacations, the average number of hours worked per week would be 25 hours, i.e., 1,300 hours divided by 52 equals 25.

**Section 12.5. Pay for Earned but Unused Vacation Upon Termination.** If at the time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at the time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

**Section 12.6. Limitation on Accumulation of Vacation.** Earned vacation must be taken within one year after it is earned and if not taken within one year shall be lost, provided, however, employees may request to have one additional month to take all of their vacation before it is lost and any such request shall not be arbitrarily denied.

**Section 12.7. Vacation Scheduling.** Within each job classification in each department, vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's seniority, provided that employees who request one (1) week or more of vacation prior to the start of the Library's fiscal year (May 1) shall have priority over vacation requests of shorter duration. Vacations shall be scheduled in increments of at least one (1) day, provided, however, full-time employees may

schedule vacations in increments of one-half days (either 3 ½ hours or 4 hours, whichever is applicable) and/or full days (either 7 hours or 8 hours, whichever is applicable). It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) in any job classification and/or department who may be on vacation at any time is reserved to the judgment of the Library Director in order to ensure the orderly performance of the services provided by the Library and to have vacations scheduled as evenly as possible throughout the year; provided, however, the Department Head's recommendations, if any, will be considered in making the final determination.

Full-time employees will not be required to find weekend coverage during periods of approved vacation.

Part-time employees may request up to four (4) weekend vacation days per fiscal year that are scheduled in less than weeklong increments. In addition, part-time employees may request vacation time in increments of at least two (2) hours if it is either at the start or the end of their scheduled shift. Whether such requests can be honored will be dependent upon operational considerations, e.g., whether granting the request would leave the library short-staffed. For employees whose requests are denied for operational reasons, they may find their own qualified coverage and such request shall not be arbitrarily or capriciously denied. A week for vacation scheduling purposes must include both Saturday and the immediately following Sunday.

## ARTICLE XIII

### WAGES

**Section 13.1. Salaries.** Effective May 1, 2023, employees shall be paid on the basis of their placement on the salary schedule for the 2023-2024 fiscal year, a copy of which is attached as Appendix A, and incorporated herein by reference.

Effective May 1, 2024, employees shall be paid on the basis of their placement on the salary schedule for the 2024-2025 fiscal year, a copy of which is attached as Appendix B, and incorporated herein by reference.

Effective May 1, 2025, employees shall be paid on the basis of their placement on the salary schedule for the 2025-2026 fiscal year, a copy of which is attached as Appendix C, and incorporated herein by reference.

Effective May 1, 2026, employees shall be paid on the basis of their placement on the salary schedule for the 2026-2027 fiscal year, a copy of which is attached as Appendix D, and incorporated herein by reference.

1. All grades and steps shall be increased by the following amounts: May 1, 2023, four and one-half percent (4.5%)
2. May 1, 2024, four percent (4.0%)
3. May 1, 2025, three and one-half percent (3.5%)
4. May 1, 2026, three percent (3.0%)

Effective May 1, 2023, the Library shall create three (3) new steps on the page wage scale (steps 7, 8, and 9) with two percent (2%) between each of the steps and current pages shall be adjusted to the next step on their fiscal year 2023 anniversary list.

In addition to the foregoing, upon an employee's completion of 20 years of service, full-time employees shall receive a one-time lump sum longevity payment of \$1000 separate and apart from their base pay, part-time employees shall receive a one-time lump sum payment of \$750. Upon ratification, employees who have already completed their twenty years of service shall be given the longevity payment. The shelver position shall prospectively be eliminated via attrition; the two remaining shelvees shall remain in Pay Grade VI.

The salary increase effective May 1, 2023, will be retroactive to May 1, 2023, for all employees (including pages) who were still on the active payroll during fiscal year 2023 (May 1 to ratification by the Union) except for non-probationary employees who left prior to ratification.

**Section 13.2. Step Increases.** Effective May 1, 2023, employees whose anniversary dates fall on or after May 1, 2023, and through April 30, 2027, shall be eligible on said anniversary dates to advance vertically on the salary schedule, assuming they are not already at the top step, based on a satisfactory annual performance appraisal.

The Library in its sole discretion may advance an employee more than one step based on exemplary performance. If the Library advances an employee more than one step it shall not establish a past practice or require the Library to advance any other employee more than one step. The Library's exercise of its discretion in this regard shall not be subject to the grievance and arbitration procedure.

## ARTICLE XIV

### INSURANCE

**Section 14.1. Hospitalization, Medical and Dental Insurance Coverage.** The hospitalization, medical, and dental insurance program (including an HMO alternative) in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Library retains the right to change insurance carriers, HMO's, or to self-insure as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement. Employees may select single or family coverage during the enrollment period(s) established by the Library. Employees shall pay 15% of the premium or cost for the coverage selected and said amount shall be deducted from the employee's paycheck. Effective upon ratification, the Library shall pay the same percentages for covered family members' dental and vision coverage as Elk Grove Village.

**Section 14.2. Cost Containment.** The Library reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory outpatient elective surgery for designated surgical procedures.

**Section 14.3. Right to Maintain Coverage While on Unpaid Leave or on Layoff.** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

**Section 14.4. Term Life Insurance.** Each full-time employee covered by this Agreement shall be provided with term life insurance coverage in an amount equal to their annual salary rounded down to the nearest thousand. The Library retains the right to change carriers and/or self-insure this benefit.

**Section 14.5. Liability Insurance.** The Library shall provide employees covered by this Agreement with the same liability insurance coverage that is provided to Library employees generally.

**Section 14.6. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 14.7. Library Insurance Benefit Reciprocity.** In recognition of the desirability of maintaining a uniform policy Library-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Library makes any changes, modifications, or improvements with respect to any of the foregoing insurance benefits (including cost sharing and cost containment changes) that are applicable to other Library employees generally, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other Library employees generally.

## ARTICLE XV

### MANAGEMENT RIGHTS

**Section 15.1. Specific Management Rights.** Except as specifically modified by other articles of this Agreement, the Union recognizes the Library's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Library, including the days and hours of operation; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish, combine or eliminate job classifications and to select personnel to fill them; to schedule and assign work; to transfer employees; to lay off employees; to determine work hours and hours of work per day and per week, including shift hours; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies that involve mandatory subjects of bargaining; to evaluate employees; to determine, change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Library.

**Section 15.2. Emergency Circumstances.** If, at the sole discretion of the President of the Library Board or the Library Director, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement that impede needed actions may be suspended

during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 15.3. Interns and Volunteers.** The Library shall have the right to use interns and volunteers, but for the purposes of this agreement, interns may not be employed for more than (6) consecutive months. No bargaining unit employees shall be laid off as a direct result of the use of interns or volunteers. Additionally, while a bargaining unit employee is on layoff with recall rights, these workers may not be used to perform the same tasks performed by the bargaining unit employee prior to being laid off.

## ARTICLE XVI

### DISCIPLINE

**Section 16.1. Discipline.** Except for serious misconduct which would warrant termination for the first offense (e.g., stealing or possession of alcohol/controlled substances on Library premises), the Library agrees with the tenets of progressive and corrective discipline and that it shall not discipline or discharge non-probationary employees without just cause. Disciplinary measures shall normally include only the following: oral reprimand, written reprimand, suspension, and discharge.

**Section 16.2. Notification.** Except in an emergency, prior to imposing discipline other than an oral or written reprimand, the Library shall notify the employee and a designated Union representative of the measure of discipline to be imposed and the reason therefore. If a disciplinary meeting is held, the employee has the right to request that a Union representative attend such meeting. In the event disciplinary action has been taken against an employee, other than an oral reprimand, the Union shall be notified in writing of such action.

## ARTICLE XVII

### EMPLOYEE DEVELOPMENT

**Section 17.1. Tuition Reimbursement Program.** The intent of the Library Tuition Reimbursement Program is to improve an employee's performance and knowledge in ways that will directly benefit the Library with respect to the employee's specific job and provide promotional opportunities within the Library. It is not the intent of this Program to provide general tuition reimbursement to an employee in the pursuit of an academic degree. Courses to be taken at an accredited college, university, trade, or technical school which constitute part of a degree program will be evaluated on an individual basis and treated in accordance with the following rules:

- A. All employees who have completed one year of employment are eligible.
- B. The employee must make an application for approval prior to the beginning of the course.
- C. Approval is required in writing by both the employee's Department Head and the Library Director.
- D. Types of courses which may be approved include those related to a degree which will further the employee's specific job as determined by the Library.
- E. The Library will reimburse up to six credit hours per semester. Courses must be taken at an accredited college or university, an accredited trade or technical school.
- F. Employees must successfully complete an approved course to qualify for reimbursement. There will be no reimbursement for failing or incomplete grades. Reimbursement does not include the cost of books, registration fees, sundries, and other expenses (e.g., meals, mileage, etc.).

G. Subject to budgeted funds being made available in the Library budget, reimbursement shall be at the applicable percentage set forth below of the cost of tuition to take the course in question at a public college, university, or trade/technical school in the Chicago metropolitan area or the cost of the tuition at a private college, university or trade/technical school if a reasonable equivalent course is not offered by a public college or university:

Reimbursement Percentage	Final Grade
One hundred percent (100%)	B or better
Fifty percent (50%)	Passing grade below B
Seventy-five percent (75%)	Pass for a course offered only on a pass/fail basis (i.e., where there is no option to receive a letter grade)

Notwithstanding the following, the amount of reimbursement available to any employee for any twelve-month period shall be subject to a cap of twenty-five percent (25%) of the employee's Library earnings in the prior twelve months.

- A. Reimbursement shall be made after the completion of the course in compliance with the above. Proof of course completion and grade attained must be presented before reimbursement will be made.
- B. The employee agrees to continue in the employ of the Library for a period equal to one year from the date of reimbursement. If the employee shall voluntarily terminate employment prior to the completion of the one-year period, the employee shall repay all tuition amounts received from the Library. Employees shall execute promissory notes to

the Library as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

- C. Employees eligible for other educational assistance benefits such as those available under the Veteran's Educational Assistance Act must apply for and utilize such benefits before approval under the Library Tuition Reimbursement Plan will be allowed.

**Section 17.2. Professional Memberships.** The Library will pay the cost for a Librarian to join the American Library Association, the Illinois Library Association, and such other professional associations the Library in its sole discretion may from time to time agree to pay if a Librarian wishes to join one or more of such organizations.

Both Librarians and para-professionals may submit a written request to attend a conference conducted by the American Library Association or the Illinois Library Association, along with the reasons for requesting to attend, but the determination of who attends any such conference shall be made in the sole discretion of the Administrative Librarian. If selected, an employee will be paid seven (7) hours pay at the employee's regular hourly rate of pay for each day of participation at such a conference.

**Section 17.3. Training.** The parties agree that suitable training of Library personnel — both for new employees and for current employees — is important and that the parties need to cooperate and work with each other on training issues. Accordingly, it is agreed that training issues may be appropriately raised at Labor-Management Committee meetings. More specifically, the Library agrees that when a draft of the Library's new Training Plan which includes such elements as new employee orientation, customer service training, and technical training appropriate to each employee's position is completed, the draft will be reviewed at a Labor-Management Committee meeting in order to receive employee input before it is finalized.

## ARTICLE XVIII

### MISCELLANEOUS

**Section 18.1. Access to Personnel File.** An employee or the designated representative shall have the right, upon reasonable request, to review the non-confidential materials in the employee's official personnel file, provided that no document shall be marked, altered, or removed. If a request is made to copy documents in an employee's personnel file, the Library may request that the employee reimburse the Library for the reasonable cost of copying any such documents. Nothing herein shall require the Library to collate or compile information. The provisions of this Section shall be in lieu of the Personnel Records Act, §20 ILCS 40, et seq.

**Section 18.2. Fitness Examinations.** If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Library may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) (Board certified) selected by the Library. If the Library determines that an employee is not fit for duty based on the results of such an examination(s), the Library may place the employee on sick leave or on an unpaid medical disability leave (Article X, Section 10.2) if the employee has exhausted all sick leave.

**Section 18.3. Safety and Health.** In accordance with applicable federal or state statutes, Library employees will be provided with a safe working environment. Safety and health issues may be raised as agenda items at Labor-Management Committee meetings held in accordance with the provisions of Article III.

The Library will reimburse employees who participate in a "Quit Smoking Program" approved in advance by the Library. An employee will only be reimbursed once for such participation.

**Section 18.4. Subcontracting.** During the term of this agreement, the Library agrees that it will not subcontract any bargaining unit work which will result in the layoff of any bargaining unit employees. As long as no bargaining unit employees are laid off, the Library may, however, subcontract work which, in the Library's judgment, it deems necessary, including where it is in the interest of efficiency and economy, or in emergency situations.

**Section 18.5. Credit Union.** The employees covered by this Agreement shall be eligible to participate in the Metro Federal Credit Union on the same terms and conditions that are applicable to Library employees generally.

**Section 18.6. Americans with Disabilities Act.** The parties agree that the Library may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act. The Library shall advise the Union in writing, prior to taking any action.

**Section 18.7. Section 457 Plan.** The Library will establish a Section 457 plan for all Library employees whereby such employees could contribute out of their earnings on a pretax basis to a 457 plan.

**Section 18.8. Employee Lockers.** The Library will provide lockers to be located in the area of the staff lounge for employees to use on a first come, first serve basis to store their personal belongings during their assigned shift. It will be the responsibility of each employee to provide their own lock.

**Section 18.9. New or Revised Written Work Rules.** Absent emergency circumstances, the Library will distribute via electronic email or otherwise make available to affected bargaining unit employees new or substantively revised written work rules at least two weeks prior to their implementation. If the Union wishes to discuss new or revised written work

rules, it may put the issue on the agenda for a Labor-Management Committee meeting in accordance with the provisions of Article III of this Agreement.

**Section 18.10. Library's Use of Surveillance Equipment.** The installation of electronic video surveillance equipment in the Library shall be for the purpose of maintenance of the safety of Library employees and Library visitors, subject to the following provisions:

- In compliance with current law, static cameras will not record audio, provided that if the law changes, the Library reserves the right to negotiate over the same.
- The cameras will not film locations where staff have a reasonable expectation of privacy, such as rest or break rooms.
- If the Library adds new cameras that have substantially different functions, the Union reserves the right to bargain over the impact of the same on bargaining unit employees.
- Appropriate video surveillance signs will be prominently displayed in the areas subject to electronic surveillance.

The employer will take reasonable precautions to ensure that the electronic video surveillance equipment and video recording are only accessible by authorized personnel as determined by the Library's Administrator.

When video surveillance is to be used by the Library as evidence in a grievance meeting or in a disciplinary proceeding, the affected employee and/or the Union representative may submit a written request to the Library Administrator to review the video surveillance that is to be used. The Library Administrator will comply with the request as soon as practicable during normal working hours. The viewing of the video by the affected employee and/or the Union representative will be done in private.

If a bargaining unit employee submits a written statement asserting that video evidence would support an allegation that a non-bargaining unit employee has engaged in clearly

inappropriate or illegal conduct, which statement is supported by a statement of the facts upon which said belief is based, including the name of the non-bargaining unit employee who allegedly engaged in said conduct, the Union may submit a written request to the Library Administrator to review the video of the event in question and any such request shall not be arbitrarily denied.

## ARTICLE XIX

### PAGES

**Section 19.1. Overtime.** Although pages rarely if ever work over 40 hours in a week, if they do they will be paid time and one-half their regular straight time hourly rate of pay for any hours actually worked beyond forty (40) per week for work assigned by their supervisors.

**Section 19.2. Sunday Differential.** Pages who have worked at least twelve (12) hours in a workweek prior to Sunday shall be paid, in addition to their regular pay, a Sunday differential of \$7.00 for each Sunday that they work a full four (4) hours in such a workweek.

**Section 19.3. Holidays.** Pages shall be covered by the provisions of Article XI (Holidays).

**Section 19.4. Break Time.** Pages who are scheduled to work three (3) hours or more but less than five (5) hours in any given day shall be scheduled for one fifteen (15) minute break; pages who are scheduled to work five (5) hours or more, excluding an unpaid meal period, on a given day shall be scheduled for two fifteen (15) minute breaks.

**Section 19.5. Trading of Hours.** Pages may trade scheduled hours of work with other pages or adult shelvers if they obtain the approval of their supervisor(s). Any such approved trade must be completed within two weeks unless their supervisor(s) approve in advance a longer period of time to complete the trade.

**Section 19.6. Giving Away Scheduled Hours of Work.** If previously approved by the supervisor, pages may let another page work hours that they were previously scheduled to work as long as it will not result in the page assuming the hours working more than forty (40) hours in any two-week pay period.

**Section 19.7. Scheduling Flexibility.** Unlike other bargaining unit employees, pages will have the right to request to be relieved from previously scheduled hours of work for such purposes as outside commitments and any such request will not be unreasonably denied.

**Section 19.8. Post-Secondary Education Enrollment Stipend.** A page who terminates their employment with the Library, or continues their employment with the Library, in order to attend post-secondary education shall be paid an Educational Stipend of \$125 for each year of continuous employment as a page if all the following requirements are met:

1. Has been employed as a page for at least two full years;
2. Has worked a minimum of 500 hours per year; and
3. Presents proof of enrollment in a post-secondary education institution

A page shall not be paid this Educational Stipend if the page is receiving tuition reimbursement pursuant to Section 17.1 (Tuition Reimbursement Program).

**Section 19.9. Benefit Time.** Until a page's 2024 anniversary date, pages shall earn one (1) hour of benefit for every twenty-five (25) hours worked. A page can request to use accrued benefit time if the employee is actually sick or for personal reasons, provided that the page has at least four (4) hours of benefit time accrued at the time of the request. Such requests shall not be arbitrarily denied.

Effective upon a page's 2024 anniversary date, they shall be given a year's worth of vacation based on their years of service and shall thereafter accrue it according to Article XII. Additionally, effective upon a page's 2024 anniversary date, they shall begin to accrue sick time in accordance with Article 9.1 (Sick Leave). Any page benefit time on the books shall be converted to sick time on their 2024 anniversary date. Effective upon a page's 2024 anniversary date, they shall no longer accumulate page benefit time.

**Section 19.10. Portions of Contract Not Applicable to Pages.** The following Articles and Sections of this Agreement shall not be applicable to pages:

Article VIII — Hours of Work and Overtime, with exception of Sections 8.1, 8.4, 8.7 and 8.13

Article IX — Paid Leaves (except Article 9.1 Sick Leave, and Section 9.5 (the Illinois Family Bereavement Leave Act portion of the provision only))

Article XIV — Insurance, with the exception of Section 14.5

## ARTICLE XX

### ENTIRE AGREEMENT

**Section 20.1. Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, including the impact of the Library's exercise of its rights specified herein, on wages, hours or terms and conditions of employment.

## ARTICLE XXI

### SAVINGS CLAUSE

**Section 21.1. Savings Clause.** In the event any Article, section, or portion of this Agreement should be held invalid and unenforceable by any state or federal administrative agency or any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation (including rules and regulations of a state or federal administrative agency which have the force and effect of law), such decision or legislation shall apply only to the specific Article, section or portion thereof specifically affected and the remaining parts or portions of this Agreement shall remain in full force and effect. If any Article, section, or portion of this Agreement is deemed to be invalid and unenforceable, upon the written request of either party, the parties shall meet to try to negotiate a substitute for the invalidated Article, section, or portion of this Agreement.

## ARTICLE XXII

### DURATION AND TERM OF AGREEMENT

**Section 22.1. Termination in 2027.** This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date unless the parties mutually agree otherwise.

**Section 22.2. Contract Status After Expiration.** Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 7 day of November, 2023.

BOARD OF LIBRARY TRUSTEES OF  
THE VILLAGE OF ELK GROVE VILLAGE

AFSCME COUNCIL 31, AFL-CIO

APPENDIX A

Elk Grove Village Public Library  
Salary Schedule  
FY 2023-2024  
Grade

Step	II	III	IV	V	VI	VII	VII
						(5/1/23- 12/31/23)	(1/1/24- 4/30/24)
0	28.97	24.99	19.80	15.35	14.27	13.59	\$14.00
1	29.71	25.63	20.31	15.73	14.65	13.79	\$14.21
2	30.44	26.22	20.78	16.11	14.99	13.99	\$14.42
3	31.16	26.86	21.28	16.50	15.34	14.20	\$14.64
4	31.94	27.51	21.77	16.88	15.70	14.42	\$14.86
5	32.61	28.11	22.27	17.27	16.04	14.63	\$15.08
6	33.33	28.77	22.77	17.65	16.42	14.85	\$15.31
7	34.08	29.37	23.27	18.04	16.76	15.15	\$15.61
8	34.78	29.97	23.75	18.42	17.10	15.45	\$15.93
9	35.48	30.62	24.27	18.80	17.48	15.76	\$16.25
10	36.20	31.23	24.75	19.19	17.86		
11	36.92	31.88	25.24	19.57	18.18		
12	37.63	32.51	25.73	19.96	18.53		
13	38.39	33.12	26.22	20.34	18.90		
14	39.11	33.73	26.73	20.73	19.27		
15	39.82	34.37	27.23	21.11	19.62		
16	40.56	34.99	27.73	21.49	19.99		
17	41.28	35.62	28.23	21.88	20.34		
18	42.01	36.29	28.74	22.26	20.69		
19	42.74	36.86	29.21	22.65	21.06		
20	43.45	37.48	29.71	23.03	21.39		

**APPENDIX B**

Elk Grove Village Public Library  
Salary Schedule  
FY 2024-2025  
Grade

Step	II	III	IV	V	VI	VII	VII
						(5/1/24- 12/31/24)	(1/1/25- 4/30/25)
0	30.13	25.99	20.59	15.96	15.00	14.56	15.00
1	30.90	26.66	21.12	16.36	15.23	14.78	15.23
2	31.66	27.27	21.61	16.76	15.59	15.00	15.45
3	32.41	27.94	22.13	17.16	15.95	15.23	15.69
4	33.21	28.61	22.65	17.56	16.33	15.45	15.92
5	33.92	29.23	23.16	17.96	16.68	15.69	16.16
6	34.66	29.92	23.68	18.36	17.08	15.92	16.40
7	35.44	30.54	24.20	18.76	17.43	16.24	16.73
8	36.17	31.17	24.70	19.16	17.78	16.56	17.06
9	36.90	31.84	25.24	19.56	18.18	16.89	17.41
10	37.65	32.48	25.74	19.96	18.57		
11	38.40	33.15	26.24	20.36	18.91		
12	39.13	33.81	26.76	20.76	19.28		
13	39.92	34.45	27.27	21.16	19.66		
14	40.67	35.07	27.80	21.55	20.04		
15	41.42	35.75	28.32	21.95	20.40		
16	42.18	36.39	28.84	22.35	20.79		
17	42.93	37.04	29.36	22.75	21.15		
18	43.69	37.74	29.89	23.15	21.52		
19	44.45	38.34	30.38	23.55	21.90		
20	45.18	38.98	30.90	23.95	22.25		

APPENDIX C

Elk Grove Village Public Library  
Salary Schedule  
FY 2025-2026  
Grade

Step	II	III	IV	V	VI	VII
0	31.19	26.89	21.31	16.52	15.53	15.53
1	31.98	27.59	21.86	16.93	15.77	15.76
2	32.77	28.22	22.36	17.35	16.13	15.99
3	33.54	28.92	22.90	17.76	16.51	16.23
4	34.38	29.61	23.44	18.17	16.90	16.48
5	35.10	30.26	23.97	18.59	17.27	16.72
6	35.88	30.97	24.51	19.00	17.68	16.98
7	36.68	31.61	25.05	19.41	18.04	17.32
8	37.44	32.26	25.57	19.83	18.40	17.66
9	38.20	32.96	26.12	20.24	18.81	18.01
10	38.97	33.62	26.64	20.65	19.22	
11	39.74	34.31	27.16	21.07	19.57	
12	40.50	34.99	27.70	21.48	19.95	
13	41.32	35.65	28.22	21.90	20.34	
14	42.09	36.30	28.77	22.31	20.74	
15	42.87	37.00	29.31	22.72	21.12	
16	43.66	37.66	29.85	23.14	21.51	
17	44.43	38.34	30.38	23.55	21.89	
18	45.22	39.06	30.94	23.96	22.27	
19	46.01	39.68	31.44	24.38	22.66	
20	46.77	40.34	31.98	24.79	23.03	

**APPENDIX D**

Elk Grove Village Public Library  
Salary Schedule  
FY 2026-2027  
Grade

Step	II	III	IV	V	VI	VII
0	32.12	27.70	21.95	17.01	15.99	15.99
1	32.94	28.42	22.52	17.44	16.24	16.23
2	33.75	29.07	23.04	17.87	16.61	16.47
3	34.55	29.78	23.59	18.29	17.00	16.72
4	35.41	30.50	24.14	18.72	17.41	16.97
5	36.16	31.16	24.69	19.14	17.78	17.23
6	36.95	31.90	25.25	19.57	18.21	17.48
7	37.78	32.56	25.80	20.00	18.58	17.83
8	38.56	33.23	26.34	20.42	18.96	18.19
9	39.34	33.94	26.91	20.85	19.38	18.56
10	40.14	34.63	27.44	21.27	19.80	
11	40.93	35.34	27.98	21.70	20.16	
12	41.72	36.04	28.53	22.13	20.55	
13	42.56	36.72	29.07	22.55	20.96	
14	43.36	37.39	29.64	22.98	21.36	
15	44.15	38.11	30.19	23.40	21.75	
16	44.97	38.79	30.74	23.83	22.16	
17	45.76	39.49	31.29	24.26	22.55	
18	46.58	40.24	31.86	24.68	22.94	
19	47.39	40.87	32.38	25.11	23.34	
20	48.17	41.55	32.94	25.54	23.72	

**APPENDIX E**

**Pay Grades and Job Titles**

<u>Pay Grade</u>	<u>Job Title</u>
Grade II	Professional Librarian ESL Specialist Makerspace Specialist Network Administrator Web Master/Marketing
Grade III	Bookkeeper Library Paraprofessional Event Programming Coordinator Maintenance Engineer
Grade IV	Library Technical Assistant Building Custodian Business Office Assistant Acquisitions Clerk
Grade V	Library Clerk Computer Monitor Security Monitor
Grade VI	Shelver**
Grade VII	Page

\*\*Effective May 1, 2019, the shelver position shall be prospectively eliminated via attrition; the remaining shelvers shall remain in pay grade VI.

**SIDE LETTER -- IMRF ELIGIBLE POSITIONS**

The Library agrees on a continuing trial basis for the duration of the parties' 2023-2027 collective bargaining agreement, subject to the following conditions, to maintain a minimum of eight IMRF eligible positions, with the understanding that if any such IMRF position is converted to a full-time position it will still be counted in terms of the Library's obligation to maintain a minimum of eight IMRF positions:

- If the number of IMRF positions drops below eight due to resignation, termination of employment or retirement, it will be reposted pursuant to the provisions of Article VII (Filling of Vacancies); provided, however, if such IMRF position is converted to a full-time position, the Library will be under no obligation to repost the position.
- Each such vacant position will be posted for bid from existing part-time employees.
- Successful bidders must be reasonably available to work on evenings and weekends.
- By agreeing to do this, the Library is not waiving its position that the subject matter of this Side Letter is not a mandatory subject of bargaining.

In addition to the foregoing, the Library agrees that during the term of the parties' 2023-2027 collective bargaining agreement that it will consider the possibility of adding one or more additional IMRF eligible positions. If such position(s) are established, it will be posted as provided above. In January of 2025 and/or 2027, if the Union so requests, a labor-management committee meeting will be convened to discuss the possible need and justification for additional IMRF position(s).

The understandings set forth in this Side Letter will sunset for all purposes on April 30, 2027.

Executed this 15<sup>th</sup> day of November, 2023.

BOARD OF LIBRARY TRUSTEES OF  
THE VILLAGE OF ELK GROVE VILLAGE

AFSCME COUNCIL 31, AFL-CIO