

# Bloomington Public Library

*Books are just the beginning.*



## BLOOMINGTON PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

Tuesday, July 19, 2022  
5:30 p.m.

Osborn Room  
Bloomington Police Department  
305 S East St, Bloomington, IL 61701

### **AGENDA**

- I. Call to Order
- II. Roll Call
- III. Introduction of Public
- IV. Public Comment
- V. President's Report
- VI. Director's Report
- VII. Fiscal Report Presentation
- VIII. Consent Agenda
  - A. Approve Minutes of June 21, 2022 Regular BPL Board Meeting
  - B. Approve Bills List of June 2022
- IX. Executive Session – Collective Negotiating Matters (5 ILCS 120/2(c)(2))
- X. Approval Items
  - A. Approve the 5/1/22-4/30/25 Collective Bargaining Unit Agreement
  - B. Approve Revisions to the Employee Handbook
  - C. Approve 2023 Board Meeting Dates
- XI. Discussion Items
  - A. Library Expansion and Fundraising
- XII. Comments from Trustees
- XIII. Adjournment

Posted: 7.14.22 11:15 a.m.

# BILLS LIST

Approved by BPL Board of Trustees, July 19, 2022

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Signature, BPL Trustee

Vendor	Line Item	Amount
American Pest Control	Building Maintenance	80.00
Arranging Time	Professional Development	100.00
Asphalt Clinic	Building Maintenance	850.00
Bartlett, James	Other Purchased Services	100.00
CDW Government	Computer Supplies	1,427.93
CIRBN	Telecommunications	543.80
City Directories	Adult Books	465.00
City of Bloomington	Dental Insurance	703.48
City of Bloomington	FICA	13,196.37
City of Bloomington	Gas & Diesel Fuel	372.10
City of Bloomington	Health Insurance-HMO	556.57
City of Bloomington	Health Insurance-PPO	31,578.76
City of Bloomington	IMRF	18,547.71
City of Bloomington	Life Insurance	252.00
City of Bloomington	Medicare	3,085.94
City of Bloomington	Payroll	319,429.07
City of Bloomington	RSA Contribution	601.73
City of Bloomington	Vision Insurance	227.68
City of Bloomington	Water	451.03
Cumulus Broadcasting	Advertising	1,970.00
Custom Digital Imaging	Printing	5,743.06
Danville Public Library	Miscellaneous Expenses	16.00
Davis, Mimi	Travel	25.74
Dean's Graphics	Other Purchased Services	25.00
Dell Marketing, L. P.	Computer Supplies	5,727.44
Devyn Corp	Other Purchased Services	1,400.00
Ebsco Industries	Periodicals	3.19
Educational Development Corp	Children's Books	959.04
F & W Lawn Care & Landscaping	Building Maintenance	255.00
Felmley Dickerson	Buildings	1,180,697.19
Findaway World, LLC	Adult Books	151.48
Frontier Communications	Building Maintenance	21,522.00
Highland Park Public Library	Other Purchased Services	71.42
HV Management	Other Purchased Services	4,400.00
Illinois State Police	Other Purchased Services	10.00
Illinois State University	Advertising	491.67
Johnson Controls	Building Maintenance	240.00
Kone, Inc.	Building Maintenance	170.85
Lamar Texas Limited	Advertising	4,999.00
McLean County Museum of History	Advertising	500.00
Metronet Holding, LLC	Telecommunications	1,907.83

Midwest Engineering & Testing	Building Maintenance	750.00
Midwest Mailing & Shipping Systems, Inc.	Office Supplies	145.00
Midwest Tape	A/V Materials	388.27
Midwest Tape	Children's Books	89.97
Midwest Tape	Downloadable Materials	9,980.00
Miller Janitorial Supply	Janitorial Supplies	200.19
NICOR/Northern Illinois Gas	Natural Gas	2,033.70
Orland Park Public Library	Miscellaneous Expenses	11.99
Overdrive	Downloadable Materials	9,980.00
Page, Molly	Other Purchased Services	250.00
Pantagraph	Advertising	2,946.00
Quadient Leasing USA, Inc.	Rentals	166.92
Quill Corp.	Employee Relations	8.48
Quill Corp.	Janitorial Supplies	108.76
Quill Corp.	Office Supplies	169.79
RAILS	Downloadable Materials	19,713.67
Ricoh USA, Inc.	Rentals	1,277.04
Ricoh USA, Inc.	Office/Computer Equip Mtn	91.89
Rosedrew, Inc.	Library Supplies	707.40
Uline, Inc.	Building Mtn Supplies	286.30
Uline, Inc.	Janitorial Supplies	183.73
Unique Management	Other Purchased Services	285.65
Vespasian Warner Public Library	Miscellaneous Expenses	13.00
Weber Electric, Inc.	Building Maintenance	2,507.00
Wolpert, Emily	Travel	11.12
Woodford County Historical & Genealogical Society	Adult Books	155.00
VISA - All Recipes Magazine	Periodicals	40.00
VISA - Baker & Taylor Books	A/V Materials	3,398.02
VISA - Baker & Taylor Books	Adult Books	5,841.15
VISA - Baker & Taylor Books	Children's Books	5,229.78
VISA - Barnes & Noble	Other Purchased Services	25.00
VISA - Best Version Media	Advertising	394.40
VISA - Bloomington Spice Works	Other Purchased Services	149.50
VISA - Casey's Garden Shop & Florist	Employee Relations	110.00
VISA - Chicago Tribune	Periodicals	445.24
VISA - DTS Digital Advertising	Advertising	200.00
VISA - Enterprise Car Rental	Other Purchased Services	1,000.00
VISA - Facebook	Advertising	488.59
VISA - Farm & Fleet	Employee Relations	45.96
VISA - Five Star Water Company	Miscellaneous Expenses	45.15
VISA - Fox & Hounds	Other Purchased Services	50.00
VISA - Global Leadership Network	Professional Development	537.00
VISA - Grainger	Janitorial Supplies	(129.60)
VISA - Huck's Food & Fuel	Gas & Diesel Fuel	66.98
VISA - Illinois Library Association	Memberships	50.00
VISA - Ingram	A/V Materials	161.83
VISA - Ingram	Adult Books	3,410.78
VISA - Ingram	Children's Books	907.96
VISA - International Service Fee	Library Supplies	0.13
VISA - Lowe's	Building Mtn Supplies	13.98
VISA - Lowe's	Janitorial Supplies	126.40
VISA - Menards	Janitorial Supplies	32.20
VISA - Michael's	Other Purchased Services	8.02

VISA - New Resident Service  
 VISA - Olive Bin  
 VISA - Paypal\*Multiseo  
 VISA - PIP Printing  
 VISA - Smart Sign Store  
 VISA - T-Mobile  
 VISA - T-Mobile  
 VISA - Traffic Sign Store  
 VISA - Verizon Wireless  
 VISA - Zoom.US

Other Purchased Services 88.50  
 Other Purchased Services 350.00  
 Library Supplies 13.00  
 Library Supplies 290.72  
 Building Mtns Supplies 151.15  
 Other Purch Srv-Pandemic Grant 588.00  
 Telecommunications 835.53  
 Building Mtns Supplies 232.50  
 Telecommunications 301.55  
 Other Purchased Services 339.83

Total

1,702,155.20



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## Director's Report

June 2022

**Goal: Explore and implement strategies to improve access to the library and its resources.**

- Continued to make progress towards a Library expansion, by:
  - Communicating construction updates to staff
  - Attending two construction meetings with the architects, general contractors, and subcontractors
  - Meeting with Carol, Melissa, Jon, and Caprice to review the furniture layout for the temporary workrooms and the public areas during construction phase 1
  - Meeting with a potential storage company, reviewing the storage lease, and preparing a scope outline for moving companies
  - Planning, coordinating, and helping move/pack
  - Working with Caprice and Rhonda to organize and perform the groundbreaking ceremony
  - Inventorying the Library's art collection
  - Presenting to the City of Bloomington Township wellness class about the Expansion
  - Overseeing compliance with the Illinois State Library (ISL) grant
- Led an Equity, Diversity, and Inclusion (EDI) staff committee meeting
- Worked to develop new goals for FY23
- Worked with the City Legal Department to review our social media responsibilities in relation to the First Amendment
- Attended the Illinois Library Association (ILA) Advocacy and Public Policy Committee Meetings
- Attended the farewell party for Brian Chase, Normal Public Library Director
- Spoke at Directors University (a "boot camp" for new Illinois library directors) at the State Library

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

- Attended a virtual book discussion for library directors
- Attended a virtual networking group for city library directors
- Met with Gayle and our labor attorney to plan for negotiations
- Had two negotiation sessions with the union, securing a tentative agreement for the contract
- Started to prepare a document with recommended coursework and experience for various positions
- Monitored and provided guidance for instances of staff exhibiting potential COVID symptoms, staff exposures to COVID, and internal contact tracing

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## **Goal: Administer a cost-effective public library.**

- Met with Kathy to review the draft GPPLD budget for the upcoming year
- Worked with Kathy to gather documentation required for a donation from a fund
- Reviewed and submitted the annual Illinois Public Library Annual Report
- Meeting with Rhonda three times to plan for the capital campaign

**Adult Services Report**  
**Carol Torrens**  
**June 2022**

**Goal: Explore and implement strategies to improve access to the library and its resources.**

Phase I Construction and Collections

Collections continue to move to the Children's side of the floor and to be packed. We've completed the 000s – 612s in nonfiction, the smaller fiction and nonfiction collections, and have started on Mystery. The Fiction collection also remains as does the rest of nonfiction, from 613 through 999.

Staff are preparing to move down to the Board Room, which will become the Adult Services workroom for the duration of the construction project.

**Goal: Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.**

COLLECTIONS

An e-resource is being added to the collection: New York Times. It includes full access to back issues dating to 1851, the Magazine, and the Book Review.

Book displays this month were on these topics: Pride Month and beach reads. The DVD display celebrated dads.

PROGRAMS

The journal *American Libraries* featured an article about plant swap programs in its June 2022 issue, with BPL's being the featured program.

Participants at the Bike Care 101 program received a helmet, bike light, and a lock from the West Bloomington Revitalization Program's Bike Co-op.

Adult/Family programs

Mystery Book Club, virtual – 1 session – 13 attended  
Fiction Book Club, virtual – 1 session – 11 attended  
Books on Tap, in person – 1 session – 16 attended  
True Crime Book Club – 1 session – 12 attended  
Pride in the Park, in person – 1 session – 106 attended  
Author Andrea Elliott, *Invisible Child*, virtual – 1 session – 5 attended  
Bike Care 101, in person – 1 session – 13 attended  
Transgender 101, virtual – 1 session – 20 attended  
IL Libraries Present author Chef Kwame Onwuachi, virtual – 1 session – 1 attended  
Sugar Grove Nature Walk, in person – 1 session – 18 attended  
Grilling with Olive Bin, virtual – 1 session – 40 attended  
Lotus Flower Lantern craft, virtual – 1 session -- 15 attended

Teen Programs

Pride Bracelets take & make – 1 session – 40 participated  
DIY Felt Ice Cream Cone magnet take & make – 1 session -- 45 participated

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

Several staff attended or viewed various webinars and/or Mini Morning sessions on such topics as Overdrive & Kanopy (databases offered by the library), the summer reading program, and de-escalation (through Niche Academy.)

**Goal:** Work effectively through the use of technology.

There was 1 individual appointment this month, on general computer and internet use.



## **Business Office Report**

**Kathy Jeakins**

**June 2022**

**Goal:** Explore and implement strategies to improve access to the library and its resources.

Expansion donations continued coming in during June

**Goal:** Administer a cost-effective public library.

Library Credit Cards: I followed up with staff who were contacted by City Hall staff that their cards were about to expire to make sure they got their new card, and I entered all credit card transactions in account files

In June, the Library received its 2<sup>nd</sup> and 3<sup>rd</sup> Property Tax distributions, totaling \$1,912,606.83

In June, Golden Prairie also received their 2<sup>nd</sup> and 3<sup>rd</sup> Property Tax distributions, totaling \$153,951.86; of that BPL received \$146,254.27

In June, the Book Shoppe collected \$2,032.50

Hoopla usage was great again in June--\$8,854.60

Donations for the Library expansion continue to come in—so far, we've collected \$245,542.71, plus pledges

I compiled the Annual Report financial data for Caprice

Jeanne and I worked on an application for a donation through Schwab Charities

Reported a Worker's Comp claim to The Hartford

Bills Costing in Excess of \$5,000:

- Felmley Dickerson \$1,180,697.19 for Construction Services
- Frontier Communications \$21,522.00 to Re-locate Utility Lines
- RAILS \$19,713.67 for Annual OverDrive Platform

### **Upcoming:**

I will be securing insurance for the offsite storage facility

I will be finalizing Foundation audit reports

## **Children's Services Report**

**Melissa Robinson**

**June 2022**

**Goal:** Provide sustainable services, collections and programs to meet the needs of our diverse community.

### **Live Programs**

- On the Go Story Time – 5 sessions – 104 attended
- Story Time at Farmer's Market – 62 attended
- Pop-Up Story Times at the McLean County Museum of History – 4 sessions – 86 attended
- Lego Construction at U of I Extension Office – 20 attended
- Pride at Franklin Park
  - 106 attended overall
  - 17 attended the story time
- Lego Construction/Juneteenth Pop-Up – 74 attended
- 13 programs/sessions – 452 attended

### **Groups/Events**

- La Petite Academy – 26 attended
- Miller Park Zoo Birthday Party – 259 attended
- Children's Home and Aid Event – 80 attended
- Unity Summer Camp -7 attended
- Boys and Girls Club Event – 41 attended
- 5 groups/events – 413 attended

### **Passive**

- Drop-In for Summer Fun – 228 participated
- Crafts – tent and 4<sup>th</sup> of July – 103 participated

**Goal:** Recruit, train and develop a knowledgeable, collaborative staff.

- Alex and school librarian, Holly, did a presentation for AISLE (Association of Illinois School Library Educators) called "Books n' Bites: Building the School and Public Library Connection".
- Alex joined the ALSC Research Committee as a co-chair and the Scott O'Dell Historical Fiction Award Committee as a member.

**Goal:** Work effectively through the use of technology.

- We added 20 posts to the Children's Facebook group, and we now have 582 members.

**Upcoming:**

- July 2 – Story Time at the Farmer's Market
- July 5-31 – Melvin's Nature BINGO
- July 8 and 13 – On the Go Story Times at bookmobile stops
- July 13 and 20 – STEAM Lego Construction at the McLean County Museum of History
- July 15 and 16 – Story Walk and Library Table at the Glorious Gardens Festival
- July 16 – Pop-Up Lego Construction at the McLean County Museum of History
- July 26 – Summer Reading Finale Party at Miller Park

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**Goal:** Explore and implement strategies to improve access to the library and its resources.

Outreach Library Associate, Michelle, meetings and connections:

- Attended the Home Sweet Home Ministries' ribbon cutting event for the Junction, their new community space
- Delivered donated books to the McLean County Jail
- East Central IL Association for Aging Adults
- McLean County Reentry Council Board
- RISE Board
- Sober Recreation
- Recovery Oriented Systems of Care Council
- Presented at the Bloomington Township Wellness group
- Leadership McLean County Steering Committee
- Hosted a table at the YWCA's Circle Luncheon fundraiser event

**Goal:** Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.

- Deposits staff prepared and delivered or renewed 742 items at 9 sites. Staff shared information about the summer reading program and distributed logs at 5 sites.
- Home Delivery staff prepared and delivered 337 items to 48 patrons. 2 new patrons were added to the service.
- Pop Up Library visits were held at the locations listed below. 65 patrons were served, and 165 items checked out.
  - Luther Oaks
  - Bickford House
  - Villas of Hollybrook
  - Woodhill Towers
  - Westminster Village
- Bookmobile staff will offer programming at the following stops in July:
  - July 8 (Miller Park), July 13 (Evergreen), July 29 (Miller Park): Storytimes
  - July 13 (Evergreen), July 28 (Cardinal Ridge): Teen craft
- The bookmobile hosted stops at BHS Summer School on June 14 and 16. 151 students were able to tour the bookmobile, checkout items, and receive information about upcoming programs.
- Drive-Up replaced Curbside service on Friday, 6/17. To use the service, patrons select Drive-Up as their pickup location when placing holds. Holds are retrieved by pulling into the lane just past the return slots and texting/calling with the make/color of their vehicle and full name.
- Based on the acceptance of a new library law, the BPL Board approved allowing patrons under the age of 18 to receive free, non-resident cards for households that do not pay taxes to a library and BPL is the closest public library to their residence.
- Staff attended the following Outreach events in June:
  - June 3: Kids Fun Run at Normal Community High School
  - June 16: Heartland Head Start Literacy Carnival
  - June 18: Juneteenth Celebration at Miller Park

**Goal:** Recruit, train and develop a knowledgeable, collaborative staff.

- Two new staff were hired into open part-time Library Assistant positions and hiring for a final open position is in process.



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## (6/2022) Circulation and Outreach Services Statistics

Total Circ BPL	100,674
Total Circ Main	74,543
Adults	31,933
Teens	2,881
Children	39,729
Total Circ Outreach	7,954
OTR Adults	2,677
OTR Teens	233
OTR Children	5,044
Total Digital Downloads	18,177
Hoopla	4,408
Overdrive	12,922
TumbleBooks	66
eBook Central	0
Kanopy	781
Borrowers Registered	500
Total Active Cardholders	27,909
Children	5,669
Teen	3,261
Adult	18,979
GPPLD	1,402
Total Holds Filled	7,742
Main Holds	6,240
Outreach Holds	1,502
Door Count	16,268

Top 10 Highest Circulations	
Wingover Apartments PM	269
Wingover Apartments PM	254
Grove	158
Oakwood	150
Eagle Crest	146
Eagle Ridge	146
Eagle Creek	138
Grove	132
Bohmer Drive	126
Wingover Apartments AM	124

5 Stops with Lowest Circulation	
John Kane Homes	7
Rainbow Avenue	7
Miller Park	6
Evergreen Park	5
Sunnyside Park	5
Ellsworth	4

**Bookmobile Customers: 1,402**

**Total Monthly Stops: 71**

**Circulation Questions Answered: 526**

**Outreach Questions Answered: 150**

**Total Questions Answered: 676**

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	January	February	March	April	May	June	July	August	September	October	November	December
Total Circ												
2015	115,409	106,414	120,059	109,664	110,534	140,366	132,776	121,986	109,079	115,446	107,593	108,085
2016	115,834	107,977	114,870	107,576	111,304	131,572	128,439	116,681	104,656	112,022	105,100	97,912
2017	113,831	100,674	110,265	96,693	103,159	113,776	112,791	107,594	93,335	101,602	97,716	90,227
2018	102,019	91,030	104,298	95,337	99,405	115,080	114,304	101,761	92,687	96,937	86,122	86,576
2019	95,472	89,628	97,467	90,513	93,520	114,046	119,119	103,908	96,712	97,285	91,475	88,802
2020	97,072	93,370	100,821	53,982	27,779	59,235	92,390	104,306	101,994	106,447	92,957	67,078
2021	71,432	81,282	92,667	80,805	87,158	107,723	110,448	98,788	87,188	93,500	86,518	84,064
2022	90,516	84,638	95,326	90,538	90,648	<b>100,674</b>						
Main Circ												
2015	110,164	97,499	108,559	103,495	98,882	127,685	123,212	108,030	102,131	102,693	95,683	96,524
2016	103,448	96,129	102,051	94,675	97,826	117,687	115,404	106,625	97,633	97,679	92,573	87,161
2017	100,185	87,246	96,002	83,182	89,162	103,766	99,545	92,320	80,657	88,108	85,196	77,814
2018	87,756	77,949	89,019	81,429	84,157	100,149	99,158	86,406	78,268	81,385	71,469	71,850
2019	79,214	74,576	79,508	74,351	76,661	96,218	100,735	86,027	78,541	79,509	74,343	72,365
2020	77,650	74,419	79,618	32,841	8,404	44,800	74,394	82,523	81,176	84,996	71,500	49,825
2021	49,271	60,338	70,492	63,393	65,732	86,115	87,238	75,094	65,616	70,302	64,205	63,401
2022	65,960	62,948	71,516	66,754	64,832	<b>74,543</b>						
Active Users												
2015	35,612	35,316	34,990	34,709	34,434	34,209	33,986	33,696	33,304	33,031	32,796	33,342
2016	33,460	33,162	33,063	32,875	32,871	33,243	32,994	32,890	35,412	35,144	35,177	35,068
2017	35,357	35,244	35,363	35,216	35,308	34,469	34,287	34,205	34,017	34,819	33,910	33,831
2018	35,346	35,084	35,131	35,010	35,040	34,666	34,495	34,551	35,452	37,182	36,870	36,803
2019	36,506	36,471	37,323	37,619	38,150	38,290	38,116	39,401	38,192	36,443	36,214	36,204
2020	36,919	37,377	38,012	37,796	37,600	38,823	39,235	38,927	39,235	34,652	39,055	38,957
2021	39,431	40,372	38,831	30,560	30,405	31,351	31,051	29,692	30,454	30,517	28,770	28,675
2022	28,966	28,881	28,887	28,960	28,047	<b>27,909</b>						



## **Human Resources Report**

**Gayle Tucker**

**June 2022**

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

- I attend mini morning sessions (MMS) offered by the Staff Development Committee
- I attended the groundbreaking ceremony for the BPL Expansion and Renovation
- In June, there were two in-house job announcements
- I participated in six interviews
- Union negotiations concluded
- I continued FMLA, ADA, and Pandemic Leave administration and tracking
- Employees receive Munis Employee Self Service (ESS) and Kronos Timeclock setup information and instruction as part of new employee orientation

**Goal: Work effectively through the use of technology.**

- In June, I participated in several Teams/Zoom meetings, and a lot of my work was accomplished using OneDrive, SharePoint, and Microsoft Forms
- I update the Staff Directory on SharePoint at least once a month
- I post in-house Job Announcements on SharePoint
- I process the library's background checks
- As an Alert Media administrator, I add new employees to the system and delete former employees
- I continue to work with the City of Bloomington staff regarding the Kronos timeclocks, and new issues as they arise
- I check my payroll calculations against a Munis report for accuracy, and resolve discrepancies

**Goal: Administer a cost-effective public library.**

- I serve as the Work Study Coordinator with Illinois Wesleyan University
  - The program has ended for the school year

**Upcoming:**

- Ongoing Kronos timeclock troubleshooting
- Implementing an Applicant Tracking System

## Information Technology Systems Report

Jon Whited

June 2022

**Goal:** Explore and implement strategies to improve access to the library and its resources.

We setup the new Drive-Up branch for the library and tested all the settings. The new branch allows Patrons to select Drive-Up as the pick up location and drive up to the library and have their items delivered to them in their car.

We moved the two outside video cameras to monitor the Drive-Up locations and for the new bicycle rack location. These two cameras were covering areas that are currently under construction.

**Goal:** Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.

We continued with our Dungeons and Dragons program, Abbey one of our new IT part-time staff members created an original adventure that has a library theme.

We had a 3D spinner design project. The teens used Tinkercad to design 3D printable wind spinners that we later printed by staff so that the Teens could assemble them. These colorful spinners were much like pinwheels but have multiple sections that turn when placed in the wind.

### Upcoming:

We are getting ready for the moving of both Adult & Children's services to the first floor. We are setting up laptops for Staff to transition them to being a little more mobile. We are also getting ready to make adjustments to the WiFi access points and cameras to accommodate the smaller area.



## Marketing Report

Rhonda Massie – June 2022

**Goal: Explore and implement strategies to improve access to the library and its resources.**

### Your Future Library

- Approximately \$704,000 has been pledged and donated to the Building Fund.
  - Managed Stripe and Bloomerang entries of pledges and donations, as well as thank you letters/tax receipts for transactions which transpired during June 2022.
  - Reconciled all State Farm matching donations and payroll deductions from Nov 2021 through June 2022 using both Bloomerang.com and cybergrants.com.

### Summer Reading

Summer Reading is underway.

Marketing's contributions to the program – web presence, sponsor solicitation, reading log creation, bookmark creation, creation of voucher sheets, T-shirt designs and online store organization, props for school visits, working with the printer and the schools, and advertising scripts and images – have been outlined in previous department reports.

- Our children's programs for July were submitted to The Pantagraph for its Flying Horse section.

### Website

Marketing continues to maintain the library's website.

- Monthly addition of all July programs and registration forms to the online calendar
- Monthly update to the record sets for New Movies, New Music, and Audiobooks
- Updated the tutorial video pertaining to the LinkedIn Learning resource
- Updated the Summer Reading page with information about prizes in the prize drawings
- Removed the eLibrary database
- Removed the LOTE database
- Added the Weiss Financial database
- Managed employment postings
- Updated language on Browser and Teacher Pack forms to reflect construction limitations
- Managed web alerts pertaining to the June 20 closure, parking lot changes, and the addition of the Drive-Up Lane
- Managed closure information pertaining to the July 4 holiday
- Added a page to the website specifically to house a bingo card for a CS program
- Updated the local History page with collection updates pertaining to construction
- Updated the description of the HeritageHub database
- Removed discarded puzzles from the collection
- Updated language on the teenZone page
- Reviewed entire website for correct phone number and to make sure phone links were working correctly

Projects:

- Began working to add access to the *New York Times*

### Advertising

- Summer Reading Advertising continued with the following entities:
  - Lamar Billboards
    - Seven billboards throughout Bloomington promoted the Summer Reading Program during the month of June. Six billboards are static vinyl billboards; the seventh is a digital billboard.
  - The Pantagraph
    - (3) ½-page paper ads
    - (3) ¼-page paper ads
    - (1) front page paper strip ad
    - Online ads with 35,000 impressions
    - eBlast
    - Facebook campaign
  - WGLT
    - Mobile ads
    - Desktop ads

- On-air ads
- Neighbors Magazines
  - Paper ads in both *Eastside Neighbors* and *Neighbors of Southwest Bloomington*
  - Online ads on Google
  - Online ads on Facebook
- Macaroni Kid
  - Online ad
  - (2) eBlasts – May 31 & July 1
- Cumulus Radio (WBNQ & B104)
  - On-air ads
- Designed a 2-page ad spread about the expansion project for the Cemetery Walk booklet
- Postcards were sent to residents who are new to the area, inviting them to get a library card
- Community Players
  - Created an ad to run on the screen during the upcoming production of *Matilda*
  - Completed and printed the photo op image for Community Players' performances of *Matilda* (includes a QR Code to Summer Reading page on website)
- BPL is a sponsor of West Fest which will take place on 7.23.22

### Headlines

- June 2 – Video interview with Jeanne during the Groundbreaking Ceremony
- June 2 – Video interview with Julian during the Groundbreaking Ceremony
- June 2 - 'Perseverance pays off': Bloomington Public Library breaks ground on \$25 million expansion; WGLT
- June 2 - Bloomington Public Library breaks ground on \$25 million expansion | CIProud.com; WMBD
- June 3 – Video interview with Melissa about Summer Reading
- June 3 - Construction to begin on Bloomington Public Library's \$25.2 million upgrade; WHOI
- June 11 – RIPPLE EFFECT: Pain at the pump extends to Central Illinois drivers, nonprofits and businesses; *The Pantagraph* online story and audio

### Writing

- Press release pertaining to the addition of Weiss Financial to the library's online resources
- Radio script highlighting that the library's programs have moved offsite and online during construction – WGLT
- Penned messaging pertaining to the June 20 closure – website, text, phone, Instagram, eBlast, Facebook, Plasma, Twitter
- Penned messaging pertaining to parking lot changes and Drive-Up – website, text, phone, Instagram, Facebook, Twitter

### July Programs

- The library continues to schedule and promote programs on a month-to-month basis.
  - July programs were submitted to Library Market by staff for review and editing by Marketing before being published to the library's website.
  - A publicity timeline was developed.
  - A bitly link was created for each program requiring registration.
    - Bitly links are used to direct patrons from social media and other non-library sites directly to each program on the library's website.
  - A Facebook Event was or will be created for each online and at-home program being offered.
  - An Instagram post was or will be created for each online and at-home program being offered.

### Paper & Digital Design Work

#### Program Publicity (4 pieces each – Facebook Event, Instagram, paper background, paper handout)

- Updated the Spanish version of the "My Library Card" handout
- July Calendars
- An Evening with Author & Chef Kwame Onwuachi
- An Evening with Author Michelle Zauner
- Pop-Up Lego Construction
- Lotus Flower Lantern Craft
- Felt Ice Cream Cone Magnet: Take & Make Craft

- Fireworks in a Jar
- Story Time @ Farmer's Market
- Protect Your Piggy Bank
- American Vacation
- Fleetwood Mac
- YART! Yeeted Art for Teens
- On-The-Go Story Time
- Glorious Garden Festival StoryWalk
- Pop-Up Lego Construction
- Enter to Win Brookfield Zoo Tickets
- Make a Green Tea Sugar Scrub
- Design a T Shirt; Tour MCW
- Summer Reading Finale Party
- Calling All Writers

#### Construction Signage

- Handout about the Drive-Up Lane
- Sandwich board signage for the Drive-Up Lane
- Images pertaining to the June 20 closure – website, text, phone, Instagram, eBlast, Facebook, Plasma, Twitter
- Images pertaining to parking lot changes and Drive-Up – website, text, phone, Instagram, Facebook, Twitter
- Romance Paperbacks
- Large Print
- Children's Nonfiction
- Illinois Collection
- Microfilm
- Biography/Mystery Posters
- Adult Services Endcaps
- Nonfiction Endcaps
- Biographies Endcaps
- Nonfiction
- AS New Location Signs
- SciFi Endcaps
- ILL Sign
- Fantasy

#### Other Signs

- Sign for Caudill / Lincoln award nominees
- Poster showing different Pride Flags and outlining meaning of each
- Post Office Posters
- June 20 Closure
- Drive-Up
- Bookmobile Yard Signs (x2)
- 4th of July Closure
- Time Travel Display
- Created and installed Summer Reading decorations for the Bookmobile

#### Other

- Created labels highlighting the Groundbreaking Ceremony for the Donny B's Popcorn we handed out
- Images needed to cancel bookmobile stop due to unforeseen circumstances
- Created images pertaining to the July 4 holiday closure
- Compiled swag for staff attending various offsite activities
- ILL Renewal Slips
- Created Self-Care Bookmarks to accompany an upcoming AS program
- Reprint/Cut/Fold



- 400 My Library
- 400 Kanopy
- 400 Libby
- 400 Hoopla
- 300 Text Alerts
- 200 Home delivery
- True Crime Book Club

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

- Marketing compiles and distributes a monthly Staff Newsletter using submissions from Department Managers and Committee heads.
- Rhonda took part in two Bloomerang trainings – Bloomerang Gift Guru and Bloomerang End of Year Tax Receipts

**Goal: Work effectively through the use of technology.**

- A good bit of time was spent managing library donations using cybergrants.com and bloomerang.com
- Social media presence:
  - BPL Facebook – 9,123 followers
  - Instagram – 2,042 followers
  - Twitter - 2,059 followers
  - Monthly catalog referrals from Google & EBSCO's Linked Library – 283
  - Library text subscribers - 341
  - Bookmobile text subscribers - 1,208
  - Each meeting of the Books on Tap Book Club and the True Crime Book Club appears on MeetUp.com
  - Cardholder Perks list – 33,317 filtered active subscribers.
  - Program Guide list – 33,304 filtered active subscribers.
  - General eBlast list – 33,342 filtered active subscribers.

**Goal: Administer a cost-effective public library.**

Free & Cheap Promotion

- The library posts an abundance of information to Facebook and Instagram, including, but not limited to, information about library resources, all library programs, employment opportunities, news, etc.
  - A weekly #TBT photo is posted to Facebook and Instagram.
  - A weekly #BookFaceFriday photo is posted to Facebook and Instagram.
  - Posts promoting the following were also shared:
    - Preview Groundbreaking Ceremony
    - Sharing WGLT's coverage of the Groundbreaking Ceremony
    - Photos from Groundbreaking Ceremony
    - Compliment from patron with foster teens
    - Barry's Word of the Week – Kainotophobia
    - Summer Reading prizes for kids
    - Summer Reading prizes for teens
    - Photos from Pride in the Park
    - Summer Reading prizes for adults
    - June 20 closure
    - July 4 closure
    - Photos from offsite program about biking which took place at the West Bloomington Revitalization Project
    - The library now offers patrons access to Weiss Financial Ratings
    - Bookmobile stop cancelled due to unforeseen circumstance
    - June 20 closure reminder
    - Parking lot changes due to construction
    - Photos of three offsite programs with information about all programs taking place either online or offsite while the library is under construction
    - Thank you to VisionPoint for providing contact lens cases for our Felt Ice Cream Cone Magnet craft kits
    - Young patron watching construction
    - Summer Reading



- Thank IPCF for donation to purchase new books for the Memory Care Collection
  - Information about Drive-Up Lane
- The library sends at least one monthly eBlast promoting its online resources to cardholders who've not opted out of receiving such notifications.
  - An eBlast promoting Summer Reading was created and delivered to 33,439 patrons on May 31.
  - An eBlast highlighting the library's June 20 closure due to construction was created and delivered to 33,426 patrons on June 17.
  - An eBlast promoting the HeritageHub database was created and delivered to 33,317 patrons on July 1.
- A member of the library's staff is interviewed at 2pm on the 2<sup>nd</sup> and 4th Mondays of each month on WJBC. Interview materials are prepped by the Marketing Department.

**Operations Report  
Caprice Prochnow  
June 2022**

**Goal: Explore and implement strategies to improve access to the library and its resources.**

- Operations staff:
  - Metal shelving taken to Behr's for recycling
  - Continually collected items to be donated to Restore or another entity
  - Prepared the cardboard boxes to be filled with items from the collection
  - Disposed of the old trash receptacle at the entrance and installed a new one in the vestibule
  - Removed bushes east of the staff entrance in prep for new drive-up area and staging area for garbage and recycle containers
  - Disassembled paperback shelving in Adult Services and reinstalled in the back hallway for the Children's Holiday materials
  - Relocated 4 LP shelving units to Children's area
  - Prepared for new drive-up process – installed shelving, removed lockers, moved coat hooks and provided shelving unit for computer for checkout
  - Relocated signage as collections moved
  - Installed plastic sheeting over the Illinois Collection in TS to protect it from construction dust
  - Relocated Peek-A-Book and AWE computer in Children's
  - Relocated shelving units to the Teen Zone for the Classics
- Repairs/Installs:
  - Mid-Illinois Mechanical restored power to supply fan VFD after power shutdown and reset the rooftop unit after a storm
  - Kone Elevator had to reset elevator after a storm and the power shutdown
  - Johnson Controls Fire Division replaced smoke detector base in LL custodial closet
  - Felmley-Dickerson installed temp bike rack on east side of building
  - Johnson Controls installed new sensors on chiller
  - Asphalt Clinic striped the east half of parking lot with new layout
  - A-1 Lock reset the controllers for the door access after the power shutdown

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

- Caprice completed the annual report
- Caprice - Expansion project:
  - Communicating daily with Matt Kerner from FD on progress of project and upcoming work
  - Attended construction meetings
  - Participated in the groundbreaking event
  - Still working with other entities to take furniture items as areas are cleared
- Caprice attended "Workplace Reasonable Suspicion Training" webinar
- Safety & Accessibility Committee met and discussed upcoming changes to building and how it affects access
- Security Team participated in the following training: Enhancing Situational Awareness

**Goal: Administer a Cost-Effective Library.**

- Alpha Controls performed quarterly PM

**Upcoming:** JACE upgrade on HVAC controls  
New bike rack on east side of building

# Bloomington Public Library

*Books are just the beginning.*



## Technical Services Report

Allison Schmid

June 2022

**Goal: Explore and implement strategies to improve access to the library and its resources.**

- Moved the magazines and newspapers over to the CS shelves.
- Updated the newspaper processing guidelines.
- Paused all but 3 newspapers through EBSCO for the duration of the renovation.
- Continued to mark collections unavailable/not holdable as we continue the packing/moving process.
- Continued to place holds for and pack miscellaneous returns from collections that are already packed.

**Goal: Provide sustainable services, collections and programs to meet the needs of our diverse community.**

- Converted children's Playaway bags to stand alone Playaways and removed the collection from Polaris.
- Changed the labels on Paperback Mysteries to full author names and changed them to Mystery in the catalog.
- Changed Paperback Fiction, Pbk Sci-fi, Pbk Fantasy, and Pbk Western to Fiction, Science Fiction, Fantasy, and Western in the catalog as the paperbacks were combined with hardbacks on the shelves in CS.
- Updated the 2023 young reader book award nominee displays (like Rebecca Caudill).
- Changed the Illinois Room Biographies to full names on the spine/catalog and packed them.
- Converted or Discarded Quiet Reading Room items and deleted the collection.
- Researched alternate and more consistent Dewey numbers for the technology section of the nonfiction.

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

- Eleanor completed the Idaho Commission for Libraries course on "Introduction to Dewey Classification." – 2
- Eleanor and Allison attended a webinar "WebDewey Number Building Tips and Tricks." – 2
- Nick completed the Idaho Commission for Libraries course on "Introduction to Technical Services and Catalog Records." – 1.5
- Training Hours – 5.5

# Bloomington Public Library

*Books are just the beginning.*



## **Goal: Work effectively through the use of technology.**

- Completed the OCLC streamlined holdings project. Our holdings should now be completely accurate in OCLC.
- Successfully implemented a workaround to receive incoming B&T orders during a service outage.
- Deleted unused Shelf Locations: Ask at the Desk – 1<sup>st</sup> Floor, Ask at the Desk – 2<sup>nd</sup> Floor and combined them into one Shelf Location: Ask at the Desk.
- Discovered a solution to running reports for non-circulating materials using SQL searches.

## **Goal: Administer a cost-effective public library.**

- Volunteer Hours – 0

## **Upcoming:**

- Memory Care grant books
- EBSCO magazine renewal



BLOOMINGTON PUBLIC LIBRARY  
FY 2022-2023 FISCAL REPORT

REVENUES:

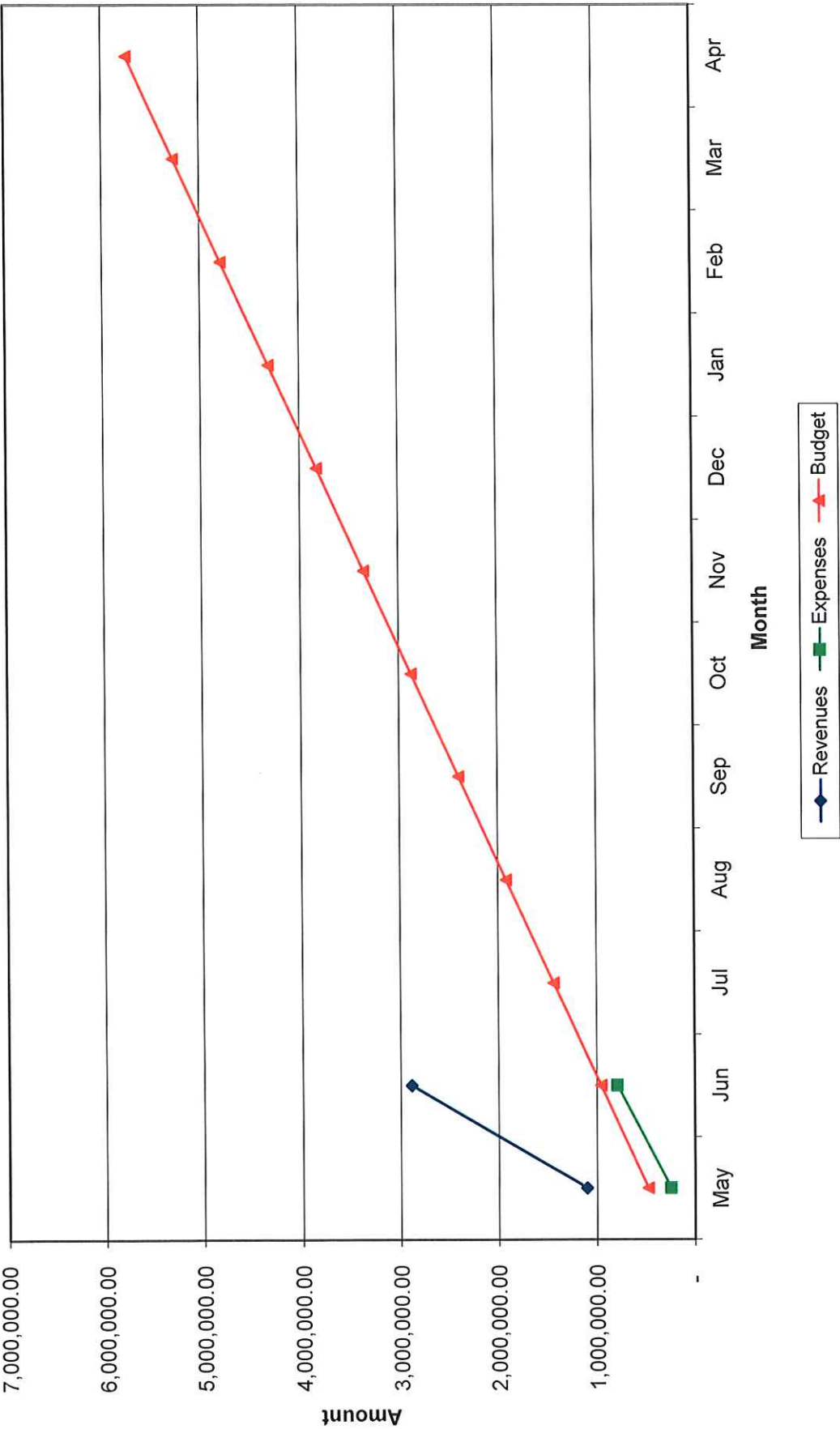
ACCT NAME	BUDGET	JUNE 2022	YR-TO-DATE	AMOUNT OVER/UNDER	% RECEIVED
Property Tax	5,017,785	1,635,278.84	2,617,704.05	(2,400,080.95)	52.2
Replacement Tax	130,400	0.00	0.00	(130,400.00)	0.0
State Grants	112,700	0.00	0.00	(112,700.00)	0.0
State Grants - Pandemic Grant	0	0.00	8,464.50	8,464.50	-----
GPPLD	429,600	146,254.27	228,513.89	(201,086.11)	53.2
Fines & Fees	8,000	1,654.27	2,350.89	(5,649.11)	29.4
Copies	2,700	0.00	0.00	(2,700.00)	0.0
Interest on Investments	2,000	1,043.98	1,778.54	(221.46)	88.9
Interest from Taxes	0	0.00	0.00	0.00	-----
Donations	20,000	200.55	21,230.10	1,230.10	106.2
Cash Over/Short	0	0.00	0.00	0.00	-----
Other	25,000	3,220.55	7,652.96	(17,347.04)	30.6
Total Revenues	5,748,185	1,787,652.46	2,887,694.93	(2,860,490.07)	50.2

EXPENDITURES:

ACCT NAME	BUDGET	JUNE 2022	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Full-Time Salaries	2,526,933	285,775.67	381,049.47	(2,145,883.53)	15.1
Part-Time Salaries	503,788	30,252.35	45,732.60	(458,055.40)	9.1
Seasonal Salaries	69,891	794.64	794.64	(69,096.36)	1.1
Overtime Salaries	1,100	0.00	0.00	(1,100.00)	0.0
Other Salaries	0	2,500.00	13,030.00	13,030.00	-----
Total Sals & Wages	3,101,712	319,322.66	440,606.71	(2,661,105.29)	14.2
Dental Insurance	11,000	703.48	1,055.22	(9,944.78)	9.6
Health Insurance, HMO	8,060	556.57	834.90	(7,225.10)	10.4
Life Insurance	3,100	252.00	504.00	(2,596.00)	16.3
Vision Insurance	3,000	227.68	341.52	(2,658.48)	11.4
Health Insurance, BCBC-PPO	275,812	31,578.76	36,345.99	(239,466.01)	13.2
Library RHS Contribution	0	601.73	1,130.20	1,130.20	-----
Library HSA City Contributions	18,100	0.00	0.00	(18,100.00)	0.0
IMRF	278,007	18,547.71	28,715.49	(249,291.51)	10.3
FICA	192,387	13,196.37	20,365.31	(172,021.69)	10.6
Medicare	44,994	3,085.94	4,762.86	(40,231.14)	10.6
Worker's Compensation	12,000	0.00	0.00	(12,000.00)	0.0
Uniforms	1,100	0.00	0.00	(1,100.00)	0.0
Tuition Reimbursement	20,000	0.00	0.00	(20,000.00)	0.0
Other Benefits	22,000	106.41	106.41	(21,893.59)	0.5
Total Benefits	889,560	68,856.65	94,161.90	(795,398.10)	10.6
Rentals	20,000	1,364.67	3,616.39	(16,383.61)	18.1
Total Rentals	20,000	1,364.67	3,616.39	(16,383.61)	18.1
Building Mtnc	140,000	31,673.47	53,446.68	(86,553.32)	38.2
Vehicle Mtnc	12,000	516.06	516.06	(11,483.94)	4.3
Office & Computer Mtnc	190,000	91.89	6,000.97	(183,999.03)	3.2
Total Repair/Mtnc	342,000	32,281.42	59,963.71	(282,036.29)	17.5

ACCT NAME	BUDGET	JUNE 2022	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Advertising	50,000	10,292.22	11,831.62	(38,168.38)	23.7
Printing/Binding	12,000	6,063.06	6,093.06	(5,906.94)	50.8
Travel	500	47.51	61.46	(438.54)	12.3
Membership Dues	5,000	350.00	1,815.00	(3,185.00)	36.3
Professional Development	10,000	637.00	912.00	(9,088.00)	9.1
Other Purchased Services	130,000	8,016.86	21,515.56	(108,484.44)	16.6
Other Purchased Services-Pandemic Grnt	0	588.00	588.00	588.00	-----
Other Insurance	45,000	0.00	0.00	(45,000.00)	0.0
Total Purchased Services	252,500	25,994.65	42,816.70	(209,683.30)	17.0
Office Supplies	15,000	630.17	2,725.84	(12,274.16)	18.2
Computer Supplies	85,000	11,100.56	11,100.56	(73,899.44)	13.1
Computer Supplies-Pandemic Grant	0	0.00	0.00	0.00	-----
Postage	5,000	0.00	0.00	(5,000.00)	0.0
Library Supplies	80,000	828.60	1,538.86	(78,461.14)	1.9
Janitorial Supplies	20,000	1,793.11	3,056.54	(16,943.46)	15.3
Gas & Diesel Fuel	6,000	439.88	982.80	(5,017.20)	16.4
Building Mtnc & Repair Supplies	15,000	683.93	914.40	(14,085.60)	6.1
Total Supplies	226,000	15,476.25	20,319.00	(205,681.00)	9.0
Natural Gas	21,000	2,033.70	2,033.70	(18,966.30)	9.7
Electricity	92,000	0.00	11,223.43	(80,776.57)	12.2
Water	6,000	451.03	909.11	(5,090.89)	15.2
Telecommunications	42,000	3,887.18	4,727.84	(37,272.16)	11.3
Total Utilities	161,000	6,371.91	18,894.08	(142,105.92)	11.7
Professional Collection	1,500	0.00	0.00	(1,500.00)	0.0
Total Prof Collection	1,500	0.00	0.00	(1,500.00)	0.0
Non-Traditional Materials	5,000	22.76	22.76	(4,977.24)	0.5
Periodicals	20,000	4,368.91	14,405.86	(5,594.14)	72.0
Adult Books	160,000	10,854.28	16,179.18	(143,820.82)	10.1
Children's Books	125,000	6,743.31	13,952.40	(111,047.60)	11.2
A/V Materials	111,600	6,418.85	12,474.15	(99,125.85)	11.2
Public Access Software	105,000	19,713.67	22,408.67	(82,591.33)	21.3
Downloadable Materials	180,000	24,950.00	29,940.00	(150,060.00)	16.6
Total Materials	706,600	73,049.02	109,360.26	(597,239.74)	15.5
Employee Relations	7,000	1,212.79	1,235.28	(5,764.72)	17.6
Miscellaneous Expenses	10,313	382.47	674.57	(9,638.43)	6.5
To Library Equip Replacement	30,000	0.00	0.00	(30,000.00)	0.0
Total Other Expenses	47,313	1,595.26	1,909.85	(45,403.15)	4.0
Total Expenses	5,748,185	544,312.49	791,648.60	(4,956,536.40)	13.8

Bloomington Public Library  
FY 2022-2023



EXPLANATIONS FOR VARIANCES IN EXCESS OF 5%  
(Variance of 11.7% to 21.7% is acceptable)  
June 2022

Property Tax (52.2%): The Library received two more Property Tax distributions in June.

Replacement Tax (0.0%): This won't be distributed until later in the year.

State Grants (0.0%): The Library won't receive this until later in the year.

Golden Prairie Public Library District (53.2%): Golden Prairie also received two more Property Tax distributions in June; this is the amount that GPPLD transferred to BPL as per the contract.

Fees (29.4%): Fee revenue is higher than projected.

Copies (0.0%): Copy revenue has been combined with Print Station revenue.

Interest (88.9%): We projected a lower amount for the year.

Donations (106.2%): This is due to receiving Summer Reading Program donations from the BPL Foundation (\$18,000) and Golden Prairie (\$3,000) in May.

Other Revenue (30.6%): This is higher than projected due to Book Shoppe receipts.

Part-Time Salaries (9.1%): This is under-spent due to staff vacancies.

Seasonal Salaries (1.1%): This is under-spent due to not hiring as many Seasonal staff as we had in the past.

Overtime Salaries (0.0%): Nothing has been spent from this line item yet.

Dental Insurance (9.6%): This is under-spent because the rates are not as high as had been expected.

Health Insurance, HMO (10.4%): This is under-spent due to a decrease in the rates.

Vision Insurance (11.4%): This is under-spent by a very slight amount.

Library HSA City Contributions (0.0%): This will be paid later in the year.

IMRF (10.3%): This is under-spent due to the decrease in the rate that occurred last fiscal year.

FICA (10.6%): This is under-spent due to some staff vacancies.

Medicare (10.6%): This is also under-spent due to some staff vacancies.

Worker's Compensation (0.0%): The annual premium will be paid in January.

Uniforms (0.0%): Nothing has been charged to this line item.

Tuition Reimbursement (0.0%): Nothing has been charged from this line item.

Other Benefits (0.5%): Charges have been minimal.



Building Maintenance (38.2%): This line item is over-spent at this point due paying for a few expansion invoices from here.  
Vehicle Maintenance (4.3%): Charges have been minimal.  
Office & Computer Equipment (3.2%): Charges have been minimal.  
Advertising (23.7%): This is over-spent due to a few large invoices that were paid for Summer Reading Program advertising.  
Printing (50.8%): This is over-spent due to paying for the Summer Reading logs.  
Membership Dues (36.3%): This is over-spent because we reduced the total amount budgeted. So far, one membership has been paid.  
Professional Development (9.1%): Charges have been minimal.  
Other Insurance (0.0%): The annual premium will be paid in January.  
Postage (0.0%): Nothing has been paid from this line item.  
Library Supplies (1.9%): Charges have been minimal.  
Building Maintenance Supplies (6.1%): Charges have been minimal.  
Natural Gas (9.7%): Charges have been minimal.  
Telecommunications (11.3%): Charges have been minimal.  
Professional Collection (0.0%): Nothing has been paid from this line item.  
Non-Traditional Materials (0.5%): Charges have been minimal.  
Periodicals (72.0%): This is over-spent because the annual subscription service was paid in May.  
Adult Books (10.1%): Charges have been minimal.  
Children's Books (11.2%): Charges have been minimal.  
A/V Materials (11.2%): Charges have been minimal.  
Miscellaneous Expenses (6.5%): Charges have been minimal.  
Transfer to Equipment Replacement (0.0%): The transfer will take place later in the year.

The Donations line item breaks out as follows:

Summer Reading Program Donations:	
Golden Prairie Public Library District:	\$ 3,000.00
Bloomington Public Library Foundation:	18,000.00
The Copy Shop:	200.00
Miscellaneous Donations:	30.10
Total Donations:	\$ 21,230.10

The Other Revenue line item breaks out as follows:

Bookmobile T-Shirts::	\$ 0.00
Book Pick-Up:	525.83
Book Shoppe:	4,564.50
Card Catalog Drawers:	150.00
Ear Buds:	51.00
Flash Drives:	19.50
Genealogy Searches:	0.00
Hot Beverage Service:	44.00

Meeting Room Fees:	0.00
Print Station:	1,910.65
Reusable Bags:	70.50
Test Proctoring:	0.00
Tote Bags:	88.00
Miscellaneous:	228.98

Total Other Revenue:	\$ 7,652.96
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During June, 16 batches containing 103 invoices were processed, totaling \$167,069.05 and 87 credit card charges were made totaling \$25,839.25.

As of June 30, the Library's Maintenance & Operating Fund Balance is \$5,588,234.07, which is 97.2%% of the budgeted amount; the goal of twenty-five percent of the Library's FY22 budget is \$1,369,546.

Library Fund Balance Information, 6/30/22:

Operating:	\$ 5,588,234.07
Fixed Assets:	\$ 1,185,985.32
Capital:	\$ 16,818,160.05
Total Spent for Architectural Fees:	\$ 1,142,202.56
Balance of Arch Contract:	\$ 311,381.44

BLOOMINGTON PUBLIC LIBRARY  
EXPANSION PROJECT  
FY 22-24  
As of 6/30/22

REVENUES:

ACCT NAME	BUDGET	TOTALS	AMOUNT OVER/UNDER	% RECEIVED
Property Tax	851,045.61	443,938.11	(407,107.50)	52.2
State Grants	5,681,759.00	0.00	(5,681,759.00)	0.0
Donations	1,250,000.00	246,547.71	(1,003,452.29)	19.7
Interest	-	19,762.28	19,762.28	-----
Bond Proceeds	14,200,000.00	14,201,889.40	1,889.40	100.0
From Illinois Funds Fund Balance	3,259,961.39	0.00	(3,259,961.39)	0.0
 Total Revenues	 25,242,766.00	 14,912,137.50	 (10,330,628.50)	 59.1

EXPENDITURES:	BUDGET	TOTALS	AMOUNT OVER/UNDER	% SPENT
Architectural/Design Services	1,453,584.00	1,142,202.56	(311,381.44)	78.6
Other Purchased Services	444,182.00	91,329.09	(352,852.91)	20.6
Office Supplies	2,175,000.00	8,646.66	(2,166,353.34)	0.4
Library Buildings	21,170,000.00	1,180,697.19	(19,989,302.81)	5.6
 Total Expenses	 25,242,766.00	 2,422,875.50	 (22,819,890.50)	 9.6

# Bloomington Public Library

*Books are just the beginning.*



## Statistics At-A-Glance

June 2022

Goal: Explore and implement strategies to improve access to the library and its resources.

Circulation	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	34,610	36,921	-6%	69,317	70,440	-2%
Teens	3,114	3,473	-10%	4,243	5,844	-27%
Children	44,773	51,259	-13%	81,189	85,838	-5%
Digital Downloads	18,177	16,070	13%	36,573	32,759	12%
Total	100,674	107,723	-7%	191,322	194,881	-2%

Active Cardholders	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	18,979	20,671	-8%	38,081	40,618	-6%
Teens	3,261	4,461	-27%	6,518	8,829	-26%
Children	5,669	6,219	-9%	11,357	12,309	-8%
Total	27,909	31,351	-11%	55,956	61,756	-9%

New Cardholders	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	500	398	26%	782	659	19%

Visits	Current	Last Year	Change	FYTD	Last FYTD	Change
Main	16,268	17,223	-6%	29,328	28,854	2%
Bookmobile	1,402	855	64%	3,182	1,368	57%
Total	17,670	18,078	-2%	32,510	30,222	8%

Room Use	Current	Last Year	Change	FYTD	Last FYTD	Change
Study Room	93	36	61%	158	45	72%
Digital Preservation Studio	8	4	50%	16	4	75%
Community Room	0	25	-100%	11	37	-70%
Total	101	65	55%	185	86	54%

Community Outreach	Current	Last Year	Change	FYTD	Last FYTD	Change
Staff Outreach Visits	8	0	0%	36	2	94%
People Reached	773	65	92%	6,646	65	99%
Community Visits to the Library	0	0	0%	0	0	0%
People Reached	0	2,095	-100%	0	3,645	-100%
Total Outreach Visits	8	0	0%	36	2	94%
Total People Reached	773	2,160	-64%	6,646	3,710	79%



**Goal: Provide relevant and innovative services, collections and programs to meet the emergent needs of our community.**

Programs	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	2	9	-78%	12	17	-29%
Attendance	270	0	100%	423	138	67%
Teens	53	10	81%	62	12	81%
Attendance	113	0	100%	150	20	87%
Childrens	7	21	-67%	15	46	-67%
Attendance	2,327	0	100%	3,116	1,712	45%
Total Programs	62	40	35%	89	75	16%
Total Attendance	2,710	0	100%	3,689	1,870	49%

1-on-1 Appointments	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	1	369	-100%	5	369	-99%

Reference Questions	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	3,237	3,186	2%	5,934	5,593	6%

**Goal: Recruit, train and develop a knowledgeable, collaborative staff.**

Training Hours	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	58.00	18.00	69%	182	120	51%

**Goal: Work effectively through the use of technology.**

Technology Use	Current	Last Year	Change	FYTD	Last FYTD	Change
Public Computer Use	1,727	3	100%	3,138	716	77%
WiFi Sessions	1,875	0	100%	3,650	1,349	63%
Website/Catalog Hits	51,676	0	100%	101,140	50,527	50%
Online Resource Use	3,487	3	100%	7,553	3,323	56%

**Goal: Administer a cost-effective public library.**

Interlibrary Loan	Current	Last Year	Change	FYTD	Last FYTD	Change
Received	407	369	9%	689	689	0%
Sent	169	192	-14%	371	410	-11%

Volunteer Hours	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	0	14.00	-100%	0	25	-100%

Golden Prairie Public Library District  
Board of Trustees Meeting

Wednesday, May 18, 2022  
5:00 p.m.

**MINUTES**

I. Call to Order

President Ruth Novosad called the meeting to order at 5:00 p.m.

II. Roll Call

Trustees Present: Ary Anderson, Jim Russell, Patti Salch,  
Kathy Vroman, Stephanie Walden, Ruth Novosad

Trustees Absent: Stephen Peterson

Others Present: Amy Dunham, Jeanne Hamilton, Kathy Jeakins

III. Introductions

There were no introductions.

IV. Public Comment

There was no public comment.

V. President's Report

President Ruth Novosad reported that she visited the First State Bank on May 9 and picked up the check from closing the Certificate of Deposit. She then delivered the check directly to the Community Bank of Morton and deposited approximately \$85,115 into GPPLD's checking account.

VI. Approval of Minutes

A. April 20, 2022:

Hearing no objections, the minutes were approved as distributed.

VII. Staff Reports

- A. Director's Report: Jeanne Hamilton, Library Director, shared that Baird Asset Management purchased our municipal bond. The funds are expected to arrive next week. The pre-construction phase is underway. Scheduled activities include moving utilities. At the BPL Board meeting on May 17, 2022, the Board rejected the moving bids, instead switching to a plan of staff packing items intended for storage and revisiting quotes for moving and storage. This packed portion of the collection will not be available for 15 to 16 months. Jeanne confirmed the printing and delivery plans for providing summer reading logs to K-6 students in the Tri-Valley School District. Jeanne also shared a patron compliment.
- B. Outreach Report: Jeanne Hamilton, Library Director, shared the Outreach report. The Bookmobile visited several schools recently. This includes Cedar Ridge Elementary School which has Golden Prairie children who attend. Jeanne passed along news that the night after the Bookmobile visit to Cedar Ridge, some of the children visited a nearby Bookmobile stop.
- C. Financial Report: Kathy Jeakins, Business Manager, provided the reports in the Board packet. There has been minimal activity recently. Property Tax funds should be arriving next month. Kathy offered to answer any questions.

VIII. New Business

A. Review and Approve FY 23 Meeting Dates

Discussion was held about changing the December 21, 2022, meeting date to December 14, 2002, to accommodate the holiday season.

STEPHANIE WALDEN MOVED, ARY ANDERSON SECONDED, TO APPROVE THE FY 23 BOARD OF TRUSTEE MEETING DATES OF THE GOLDEN PRAIRIE PUBLIC LIBRARY DISTRICT, AS AMENDED REGARDING THE CHANGE OF THE DECEMBER MEETING DATE TO DECEMBER 14, 2022.

YAYS: ARY ANDERSON, JIM RUSSELL, PATTI SALCH, KATHY VROMAN, STEPHANIE WALDEN, RUTH NOVOSAD

NAYS: NONE

ABSENT: STEPHEN PETERSON

THE MOTION CARRIED UNANIMOUSLY.

IX. Old Business

A. Census Data Summary – Jim Russell

Board Trustee Jim Russell shared a report regarding the census data from the GPPLD's boundaries. Here are the major points he shared:

- Jim included comparisons of the GPPLD communities as well as a comparison to the City of Bloomington.
- The age of the population in each GPPLD community as well as household size and age ranges are significant.
- Jim proceeded to explain how the data from the report could be used by GPPLD to provide improved services to our patrons. For instance, adding books in a language that is spoken in the homes each specific community and/or Bookmobile stop. Dale Township has 1.2% percent whose primary language is an Asian Pacific language. Bookmobile offerings could include books in that language.
- Jim provided an additional handout that showed the consistent decline of population in all the GPPLD communities.
- Jim also provided information on length of drive, cost of fuel, age of patron (does not drive).
- Jim requested time on the agenda of the June meeting to further discuss this topic as well as ways the GPPLD can use the data to improve service to our communities.

X. Comments from Trustees

- A. Patti Salch would like to have the GPPLD book bags be handed out on the Bookmobile at the GPPLD stops. Jeanne will speak to Colleen about adding the GPPLD book bags to the bookmobile at the GPPLD stops.

XI. Reminder:

- A. Next Board Meeting is June 15, 2022.

XII. Adjournment

President Ruth Novosad adjourned the meeting at 5:45 p.m.

## Incident Report Summary for June 2022

2022-06-30 23:59:00

2022-06-01 01:00:00

30 days in month

Incident ID	Date/Time Submitted	Violation
4367	2022-06-14 16:36:16	StolenDamagedLibraryMaterial
4368	2022-06-15 15:36:39	StaffRelatedIncident
4369	2022-06-25 15:49:37	InappropriateBehavior
4370	2022-06-27 19:08:06	InternetAbuse
4371	2022-06-29 20:07:03	StaffRelatedIncident
4372	2022-06-30 02:16:06	BicycleIncident



## Suspension Report Summary for June 2022

2022-06-30 08:11:52pm

2022-06-01 08:11:52pm

31 days in month

Suspension ID	Date/Time Submitted	Violation
461	2022-06-11 00:00:00	PoliceAmbulanceCall
462	2022-06-14 00:00:00	StolenDamagedLibraryMaterial
463	2022-06-15 00:00:00	StaffRelatedIncident
464	2022-06-23 00:00:00	StaffRelatedIncident
465	2022-06-27 00:00:00	InternetAbuse
466	2022-06-29 00:00:00	StaffRelatedIncident

# Bloomington Public Library

*Books are just the beginning.*



To: Bloomington Public Library Board  
From: Jeanne Hamilton, Library Director  
Re: Collective Bargaining Agreement

On March 9, 2022, Local 699 and Library staff began negotiating the terms of a collective bargaining agreement to succeed the agreement that expired on April 30, 2022. The parties were able to reach a Tentative Agreement, the Union ratified the Tentative Agreement on June 30, 2022, and the City Council is anticipated to approve the Tentative Agreement on July 25, 2022.

Highlights from the Tentative Agreement include:

- Term of Agreement
  - 3-year agreement
- Sunday Work
  - The existing differential will be adjusted for full time employees working on rotating Sundays, to allow for a future expansion of the library's operating hours.
- Wages
  - All bargaining unit employees will be on one wage table rather than separate wage tables for part-time staff and full-time staff.
  - All bargaining unit employees, with the exception of Shelves, Library Assistants, and Maintenance/Custodians will receive an across the board increase effective May 1, 2022 of 3%. Shelves pay will move to \$13/hour, Library Assistant pay will move to \$14/hour, and Maintenance/Custodian pay will move to \$19/hour.
  - All bargaining unit employees, with the exception of Shelves and Library Assistants will receive an across the board increase effective May 1, 2023 of 3%. Shelves pay will move to \$14/hour and Library Assistant pay will move to \$15/hour.
  - All bargaining unit employees, with the exception of Shelves and Library Assistants will receive an across the board increase effective May 1, 2024 of 3%. Shelves pay will move to \$15/hour and Library Assistant pay will move to \$16/hour.
  - Employees with at least ten years of continuous service, covered by this Agreement, and on payroll upon Agreement ratification will receive a one-time bonus based on longevity according to the following schedule:
    - Employees with at least 10 years - \$600
    - Employees with at least 15 years - \$700
    - Employees with at least 20 years - \$800
    - Employees with at least 25 years - \$900
    - Employees with at least 30 years - \$1000

- Leave Benefits

- Holidays: The Library will remain open on Veterans Day but it will be considered an 8-hour holiday for full time staff.
- Vacation Leave: Full-time employees may carryover 40 hours of vacation time annually (increased from 24) and part-time employees may carryover 20 hours of vacation time annually (increased from 12).
- Sick Leave:
  - The accelerated accrual of sick time during the first twelve months of employment will be eliminated.
  - All part-time employees will be eligible for sick leave accrual after two years of service.
- Bereavement Leave: Bereavement time may be taken over a two-week period rather than on consecutive day and will allow bereavement leave for the immediate family members of the employee's spouse.
- VESSA: Language about the Victim's Economic Security and Safety Act (VESSA) will be added.
- Wellness Day: Full-time employees will be eligible to earn one paid leave day if they complete wellness requirements and a wellness day application.
- Parental Leave: Full-time employees will be eligible for 20 workdays of parental leave after the birth or adoption of a child.

The financial impact of the across the board increase of 3% for all sixty-four bargaining unit positions and the one-time bonus for bargaining unit employees with ten or more years of service will be approximately \$141,865 in FY23. The additional cost of the 3% increase over the prior years' increase will be approximately \$79,815 in FY24 and \$80,890 in FY25.

An increase of approximately \$47,055 was included in the FY23 adopted budget. Strategic vacancies will be held for the remainder of FY23 to offset the additional increase. We are hopeful that increases in the Equalized Assessed Valuation will be enough to absorb the increases in FY24 and FY25 but are confident that operational budget management will accommodate any differences.

AGREEMENT

Between

CITY OF BLOOMINGTON  
BLOOMINGTON, ILLINOIS

and

BLOOMINGTON PUBLIC LIBRARY  
BOARD OF TRUSTEES

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

BLOOMINGTON PUBLIC LIBRARY EMPLOYEES

MAY 1, 20~~22~~<sup>49</sup>– APRIL 30, 202~~52~~<sup>53</sup>



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## AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of May, 2022~~19~~, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the "Library"), CITY OF BLOOMINGTON, ILLINOIS (herein called the "City") (Library and City are jointly referred to as "Employer"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO for and on behalf of LOCAL 699 (herein called the "Union");

### WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the Library and its employees; aid economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1 RECOGNITION

### Section 1.1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full and part-time employees of the Bloomington Public Library in the following positions: At least two (2) Shelves; Library Assistant; Library Technical Assistant; Library Associate; Librarian 1, Maintenance/Custodian; excluding Library Director; Unit Manager; Librarian 2/Department Manager; Secretary; temporary employees; members of the Library Board; Mayor; and all other supervisory, confidential and managerial employees and all other employees excluded by law.

### Section 1.2. New Classifications.

The Employer shall promptly notify the Union of its decision to create any and all new classifications. If the parties agree that the proposed new classification is a successor title to the classification covered by this Agreement, with no substantial change in duties, the Union and the Employer shall file a stipulated unit clarification petition with the Illinois State Labor Relations Board to ensure that the new classification becomes a part of this Agreement.

If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose functions or community of interests are similar to those in the bargaining unit, the Union will notify the Employer within thirty (30) calendar days of its receipt of the Employer's notice, and the parties will then meet within fifteen (15) calendar days of such notice to review the position classification. If the Union and the Employer are able to reach agreement on the

inclusion of the position classification in the unit, they shall submit a stipulated unit clarification petition to the Illinois State Labor Relations Board.

Once the inclusion of the proposed position classification has been found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification and its appropriate series and series placement. If no agreement is reached within thirty (30) calendar days of the date of the Illinois State Labor Relations Board decision, the Union may, within fifteen (15) calendar days, appeal the position classification as containing substantially the same duties as an existing position classification, the pay grade and/or the appropriate series to Arbitration.

The arbitrator shall determine the reasonableness of the proposed salary grade and relationship to:

- (a) the job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the bargaining unit;
- (b) like positions with similar job content and responsibilities within the labor market generally to the extent that salaries paid for them are consistent with other job classifications within the bargaining unit;
- (c) significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, posting and bidding procedures shall be in accordance with this Agreement.

#### Section 1.3. Seasonal Employees.

Seasonal employees shall receive not less than minimum wage nor more than the probationary rate for the type of work they are performing. If a seasonal employee is employed more than 585 hours or 9 months in any calendar year, ~~the employee~~ ~~he or she~~ will be paid at the probationary rate and shall become a regular probationary employee, with the exception of four (4) seasonal positions that may work more than nine (9) months but no more than 585 hours per calendar year. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement. With the exception of the four (4) seasonal positions identified above, seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee. The Library may continue its current practice of hiring short term, summer temporary employees.

#### Section 1.4. Abolition or Merger of Job Classification.

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

## ARTICLE 2 UNION SECURITY

### Section 2.1. Dues Check-off.

(a) Deduction. The City of Bloomington agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union. The City of Bloomington will deduct the requested amount from the employee's pay. The City of Bloomington will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law. The aggregate deductions of all employees and a list of their names, addresses, phone numbers, date of hire, classification, rate of pay, identification numbers, and the individual employee deductions shall be remitted electronically monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

If any bargaining unit member requests a change in membership/dues status, the bargaining unit member will be directed to the Union. If the Employee provides in writing ~~the~~<sup>his</sup> desire to cease paying union dues, the notice will be promptly emailed to the Library Chapter Chair and Staff Representative. If fourteen (14) calendar days have passed without any written notification from the Union regarding the employee's due status, including notice from the Employee that such notice to cease dues has been rescinded, the ~~Library~~<sup>City</sup> will honor the Employee's written request and cease deducting dues.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the ~~City~~<sup>CityEmployer</sup> timely notice of any changes in such authorizations, with the understanding that the ~~City~~<sup>CityEmployer</sup> will promptly execute said changes in payroll deductions. The ~~City~~<sup>CityEmployer</sup> will not cease voluntary deductions from a member of the bargaining unit unless the procedure detailed above has been followed.

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### Section 2.2. Indemnification.

The Union agrees to indemnify and hold the ~~City~~<sup>CityEmployer</sup> harmless against any and all claims, suits, orders or judgments brought or issued against the ~~City~~<sup>CityEmployer</sup> as a result of any action taken or not taken by the ~~City~~<sup>CityEmployer</sup> under the provisions of this Article.

## ARTICLE 3 HOURS OF WORK AND OVERTIME

### Section 3.1. Application of This Article.

This Article shall not be construed as a guarantee or limitation of work per day or per week.

### Section 3.2. Workweek.

The workweek for all full-time employees shall be thirty-eight (38) hours except maintenance/custodian employees, which shall be forty (40) hours per week. The Library's workweek begins on Sunday.

### Section 3.3. Scheduling.

The Employer agrees to make a good faith effort to continue its present scheduling practices. It is understood by the parties that there will be variations in an employee's work schedule. Work schedules showing the employee's work days and hours shall be electronically shared with employees at least one (1) month in advance, barring emergency situations. For rotating Sunday work, permanent full-time staff members who work on Sunday will receive the following Friday and Saturday off, unless two other days off within the calendar week are mutually agreed upon.

To allow for flexibility, requests for schedule changes will be honored unless operational needs prohibit. The library may make temporary work schedule changes with reasonable advance notice to affected employees. If an employee calls in sick or is otherwise absent from work on an unscheduled basis, when time permits, the supervisor shall ask qualified employees from that department to agree to work in place of the absent employee and adjust their schedule for the week. The most senior employee who agrees to do so will receive the shift. If no qualified employee can adjust their schedule and an employee is required to work, the least senior employee will be assigned to work the shift. If a full-time employee is required to work in place of the absent employee, the full-time employee will receive compensatory time or overtime pay (at the employee's discretion). The employer shall not change any full-time employee's work schedule in order to circumvent the payment of overtime.

### Section 3.4. Breaks.

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Department Manager.

### Section 3.5. Meal Periods.

All employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of more than six (6) consecutive hours. The meal period shall be scheduled approximately midway in the shift. Employees are expected to consistently take their one (1) hour meal breaks each working day. In an attempt to maintain flexibility, occasional exceptions may be granted with prior approval from the employee's manager, assuring the departmental needs are met, so that employees can use their mealtime to alter the time worked on a given day. These occasional exceptions will not become patterned and will not permanently change an employee's work schedule. If a more permanent schedule change has previously been approved for an employee (to allow for one six-hour work day per week, for example), the manager will honor the schedule but will retain the right to temporarily alter the schedule, based on departmental needs.

### Section 3.6. Overtime.



Employees who work more than thirty-eight (38) hours in any work week (Maintenance/Custodian 40 hours), shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime must be pre-approved by the Department Manager and the Director. The present practice of offering a differential to full time maintenance/custodians employees who work rotating Sundays shall continue.

Other full-time employees who work a full shift on a rotating Sunday basis shall be paid a three-hour shift differential at their regular rate of hourly pay. In the event Sunday hours are expanded, full-time employees who work a full shift on a rotating Sunday basis shall be paid time and one-half the employee's regular rate of hourly pay for all hours worked.

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#### Section 3.7. Compensatory Time.

An employee may choose to receive overtime payment in the form of compensatory time at the rate of time and one-half (1 ½) for the overtime hours worked. Such compensatory time shall be taken within ninety (90) calendar days of the time earned at a time convenient to the employee, consistent with the operating needs of the Library, and with prior approval of the Department Manager or Director.

Accrued compensatory time not used within ninety (90) calendar days of when it was earned shall be liquidated and paid in cash at the rate it was earned.

#### Section 3.8. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### ARTICLE 4 HOLIDAYS

#### Section 4.1. Number of Holidays.

The following days are recognized as 8-hour holidays:

New Year's Day  
Martin Luther King, Jr. Day (library will be open)  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day (library will be open)  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

#### Section 4.2. Floating Holidays.

When a holiday falls on a full-time employee's regularly scheduled day off, the employee/he/she will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday, with prior approval of manager. The exception is MLK Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday, with prior approval of manager. A floating holiday is an 8-hour day.

Section 4.3. Eligibility Requirements.

Full-time ~~and eligible part-time~~ employees shall ~~receive~~ be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

Section 4.4. Holiday Pay.

Full-time employees who perform no work on a holiday shall suffer no loss of pay. Full-time employees who may be called in to work on a holiday for which the library is closed shall be compensated at a rate twice their normal earnings for hours worked. However, for Martin Luther King, Jr. Day, a holiday on which the library is open, there will be a Floating Holiday granted to full-time employees which may be taken on or within 60 days after the actual observance of the holiday.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis.

Section 4.5. Other Closings

The Library will be closed the Sunday before Memorial Day, will be closed the Sunday before Labor Day, and will close at 5:00 p.m. the Wednesday before Thanksgiving. These days are unpaid and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the weeks affected by the closings.

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ARTICLE 5 VACATION

Section 5.1. Accrual and Eligibility.

All full-time employees shall accrue vacation in accordance with the following schedule:

Eighty (80) hours for the first year and 8 additional hours for each additional year of employment, up to 160 hours. An additional 16 hours will be granted on an employee's 16th anniversary, an additional 8 hours on an employee's 20th anniversary, and an additional 16 hours on an employee's 25th anniversary. The maximum number of accrued vacation is 200 hours.

After 6 months, 40 hours (5 days)

After 1 year, ~~80 hours (10 days)~~ 40 hours (5 days)

After 2 years, 88 hours (11 days)

After 3 years, 96 hours (12 days)

After 4 years, 104 hours (13 days)

After 5 years, 112 hours (14 days)

After 6 years, 120 hours (15 days)

After 7 years, 128 hours (16 days)

After 8 years, 136 hours (17 days)

After 9 years, 144 hours (18 days)

After 10 years, 152 hours (19 days)

After 11 years, 160 hours (20 days)

After 16 years, 176 hours (22 days)

After 20 years, 184 hours (23 days)

After 25 years, 200 hours (25 days)

Part-time employees, after two (2) years of continuous service, will accrue vacation on a pro rata basis.

#### Section 5.2. Vacation Scheduling.

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Library Director. ~~After the completion of a new employee's probationary period, up to 5 days vacation may be taken.~~ Vacation shall be arranged in the employee's department with the employee's Department Manager on a first-come, first-served basis. All requests for leaves ~~time~~ must be made ~~through the timeclock software on an absence request form~~ and approved by a Department Manager in advance of the time off. When requesting three or more consecutive days, the employee's Department Manager will make a reasonable attempt to respond to vacation requests within five days from the date of the request. If an employee's immediate supervisor is not available, another Department Manager or the Director may be presented with the request.

Managers will not call in an employee who is on vacation or on regularly scheduled days off adjacent to a scheduled vacation to offer or mandate overtime.

Requests for vacation shall not be accepted more than one year in advance. Requests for vacation shall be granted on a first-come, first-served basis unless more than one employee in a department submits a request on the same day for the same day(s). In that event, the employee with the most seniority will be granted the vacation.

Vacation leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Full-time employees may carry over, up to but no more than, ~~forty (40) twenty-four (24)~~ hours of vacation time annually. Part-time employees who are eligible to receive vacation benefits will receive pro-rated vacation carryover, up to but no more than ~~twenty (20) twelve (12)~~ hours of vacation time annually. ~~A written Vacation Carry Over Request Form must be submitted to the Department Manager and then to the Director for approval before the employee's anniversary date, to be credited with the carryover.~~

#### Section 5.3. Holidays During Vacation.

In the event a paid holiday falls during an employee's vacation period, an employee eligible for holiday pay will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

#### Section 5.4. Vacation Rights in Case of Separation or Layoff.

Employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is laid off.

### ARTICLE 6 WAGES

#### Section 6.1. Wages.

~~Effective May 1, 2019, the rates of pay for all employees covered by this Agreement and on payroll upon ratification will be increased by 1.25% over the rate provided under the previous contract. Said rate of pay incorporating longevity schedules are shown in Appendix "B" attached hereto. Employees eligible for Sick Leave Buy Back who provide~~

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their notice of resignation/retirement effective no later than April 30, 2020, shall be paid out sick leave in accordance with the current payout practice. The resignation/retirement notice must be received by Human Resources no later than October 31, 2019. Employees who fail to provide such notice will receive payment of accrued sick leave in a manner which will avoid any accelerated payment from IMRF.

Effective November 1, 2019 the rates of pay for employees not electing the resignation/retirement option above, on payroll upon ratification, and on payroll as of November 1, 2019 will be increased by 1.25% retroactive to May 1, 2019 over the previous salary. Said rate of pay incorporating longevity schedules are shown in Appendix "C" attached hereto.

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Employees on payroll upon ratification, on payroll as of November 1, 2019, and ineligible for Sick Leave Buy Back will receive a one-time \$250 bonus on November 8, 2019. Employees on payroll upon ratification, on payroll as of November 1, 2019, who are eligible for Sick Leave Buy Back, and who are not resigning/retiring prior to April 30, 2020, will receive a one-time \$750 bonus on November 8, 2019.

Effective May 1, 2020, with the exception of custodians, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 3.0% over the previous salary. Effective May 1, 2020, full-time Custodian pay will move to \$17.00 and part time custodian pay will move to \$14.45 (all in – no wage increase in addition to negotiated wage in the same contract year). Said rates of pay incorporating longevity schedules are shown in Appendix "D" attached hereto.

Effective May 1, 2021, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 2.5% over the previous salary. Said rates of pay incorporating longevity schedules are shown in Appendix "E" attached hereto.

Effective May 1, 2022, with the exception of Shelves, Library Assistants, and Maintenance/Custodians, the rates of pay for employees covered by this Agreement and on payroll upon Agreement ratification will be increased by 3.0% over the previous year's salary. Effective May 1, 2022, Shelves base pay rate will increase to \$13.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Effective May 1, 2022, Library Assistant base pay rate will increase to \$14.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Effective May 1, 2022, Maintenance/Custodian base pay rate will increase to \$19.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Rates of pay incorporating longevity schedules are shown in Appendix "B" attached hereto.

Employees with at least ten years of continuous service, covered by this Agreement, and on payroll upon Agreement ratification will receive a one-time bonus based on longevity according to the following schedule:

Employees with at least 10 years - \$600

Employees with at least 15 years - \$700

Employees with at least 20 years - \$800

Employees with at least 25 years - \$900

Employees with at least 30 years - \$1000

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Effective May 1, 2023, with the exception of Shelves and Library Assistants, the rates of pay for employees covered by this Agreement will be increased by 3.0% over the previous year's salary. Effective May 1, 2023, Shelves base pay rate will increase to \$14.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Effective May 1, 2023, Library Assistant base pay rate will increase to \$15.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Rates of pay incorporating longevity schedules are shown in Appendix "C" attached hereto.

Effective May 1, 2024, with the exception of Shelves and Library assistants, the rates of pay for employees covered by this Agreement will be increased by 3.0% over the previous year's salary. Effective May 1, 2024, Shelves base pay rate will increase to



~~\$15.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Effective May 1, 2024, Library Assistant base pay rate will increase to \$16.00/hr (all in – no wage increase in addition to negotiated wage in the same contract year). Rates of pay incorporating longevity schedules are shown in Appendix "D" attached hereto.~~

To attract new Librarians with education and experience levels comparable to the incumbents leaving those positions, Management may hire Librarians at the five-year step of the longevity schedule if they have five (5) or more years of experience as a Librarian. Such an employee would progress to the ten-year step at the end of ~~their~~<sup>his</sup> fifth (5<sup>th</sup>) year, to the fifteen-year step at the end of ~~their~~<sup>his</sup> tenth (10<sup>th</sup>) year, etc. Such a new employee would not begin employment with five (5) years seniority; ~~the employees~~<sup>he</sup> would begin at zero (0) years seniority, the same as any other new hire.

Any employee who earns an LTA Associate's Degree while in an LTA position at the Bloomington Public Library will be advanced to the salary at the next step on the longevity schedule upon completion of the degree. Any new hire into an available LTA position that possesses an LTA Associate's Degree will be hired in at the five-year step of the longevity schedule.

#### Section 6.2. Wages.

For those employees who do not elect to enroll in direct deposit, paychecks will be mailed on payday to the employee's home address.

~~Bargaining unit employees may be paid bi-weekly, with no less than a 90-day notice, if possible.~~

### ARTICLE 7 DISCIPLINE AND DISCHARGE

#### Section 7.1. Reason for Disciplinary Action.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Verbal reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed within a reasonable time after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall not be demoted for reasons unrelated to performance of ~~their~~<sup>his</sup> job.

#### Section 7.2. Manner of Discipline.

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

#### Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension.

Grievances involving an employee's discharge, demotion, or disciplinary suspension may be presented at Step 2 of the grievance procedure.

Section 7.4. Union Representation.

An employee shall be informed of ~~their/her/his~~ right to a Union representative representation at any investigatory meeting or any meeting at which discipline or demotion is to be imposed. ~~As a limited exception, a second Union representative will be permitted to attend for training purposes or for a complicated situation, on an as needed basis.~~

~~Whenever possible,~~ The designated Union representative at the Library will receive written notification of any investigatory meeting or meeting at which discipline or demotion is to be imposed. ~~The notice will include the date, time, and location of the meeting.~~ At times, the need for a prompt investigation of an incident witnessed by an employee may preclude the furnishing of advanced written notice to the Union's designated representative prior to such investigation.

Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined, demoted, or discharged, ~~the employee/he or she~~ shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 7.6. Consideration of Prior Discipline.

The weight to be given prior discipline shall depend upon the seriousness of the prior offense, its similarity to the offense for which discipline is being imposed, and the amount of time which has elapsed since the prior offense.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employee(s) against the Library involving the meaning, interpretation, or application of the express provisions of this Agreement. For purposes of this Section, "employee" shall include an employee acting in ~~their/her/his~~ capacity as a Union representative who raises a question involving an application of an express provision of the Agreement giving a right or benefit to the Union or over Library action which would constitute an unfair labor practice.

No grievance shall be entertained or processed unless it is submitted within ten (10) working days (Monday through Friday, non-holidays) after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrences of the event giving rise to the grievance.

A grievance shall be processed in the following manner:

**STEP 1:** An employee who has a grievance shall submit it in writing to ~~her/his the~~ appropriate decision-making Department Manager. ~~The Department Manager shall discuss the grievance with the grievant(s), and a Union steward, if the grievant(s) so request(s), within five (5) business days, at a time mutually~~

agreeable to the parties. The Department Manager shall give ~~their~~~~her~~~~his~~ answer within five (5) working days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union to the Library Director within ten (10) working days after the Department Manager's answer in Step 1. A meeting between the Library Director or ~~their~~~~her~~~~his~~ representative, grievant, union representative (steward), and Council 31 staff representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Library Director or her/his representative and the Union. If no settlement is reached, the Library Director or ~~their~~~~her~~~~his~~ representative shall give the Library Director's written answer to the Union within five (5) working days following the meeting.

#### Section 8.2. Arbitration.

(a) **Selection of Arbitrator.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Library Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. 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; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of ~~their~~~~her~~~~his~~ selection by a joint letter from the Library and the Union requesting that ~~they~~~~she~~~~he~~ set a date, subject to the availability of the Library and Union representatives. The hearing shall be held in the City of Bloomington, Illinois.

(b) **Arbitration Process.** Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Library and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Library.

(c) **Time Off.** The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave ~~their~~~~her~~~~his~~ work to investigate, file, or process grievances without first notifying and making mutual arrangements with ~~their~~~~her~~~~his~~ Department Manager or designee and such arrangements shall not be denied unreasonably.

— Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.

(d) **Pertinent Witnesses and Information.** Except as provided above, either party may request the production of specific documents, books, papers, or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable law, and rules issued pursuant thereto, governing the dissemination of such materials.

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Section 8.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. ~~They~~<sup>She/he</sup> shall consider and decide only the specific issue submitted to ~~them/her/him~~ in writing by the Library and the Union; and shall have no authority to make a decision on any other issue not so submitted to ~~them/her/him~~. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing ~~their/her/his~~ decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding as provided by law.

Section 8.4. Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript 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.

Section 8.5. Time Limits for Filing, Responding.

Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Arbitration.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

ARTICLE 9 SENIORITY

Section 9.1. Seniority.

Seniority, as established by this Article for both full and part-time employees, shall be the employee's last date of hire. Seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 9.2. Seniority Lists.

The employer shall furnish seniority lists for full and part-time employees to the Union twice per year. The list provided shall include the employee's name, classification, and seniority order.

Section 9.3. Application of Seniority.

In cases of promotions and job assignments where employees are substantially equal in knowledge, skills, and abilities in accordance with the job description and posted job announcement, seniority shall be the determining factor.



Section 9.4. Termination of Seniority.

Seniority shall be terminated when an employee:

- (a) voluntarily resigns;
- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the Library;
- (d) fails to report to work after layoff within three (3) days after ~~the~~ employeeshe/he has been notified to report to work, provided, however, that upon request made within the three (3) day period, the Library may grant an extension of time for good cause; or
- (e) is laid off for a period of two (2) years.

Section 9.5. Layoff.

In the event of a reduction in the working force which is expected to last for more than one (1) week, employees shall be laid off in the inverse order of their seniority within the job classification, providing however, that part-time employees shall be laid off first. The Library shall give laid-off employees fifteen (15) days written notice of the layoff, except for an emergency. Employees shall be recalled from layoff according to the order of their layoff by letter. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of ~~their~~his intention to return to work.

Section 9.6. Transfer or Bump to Avoid Layoff.

Employees displaced by the elimination of jobs, through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reasons shall be permitted to exercise their seniority rights to transfer or bump to any other job in an equal or lower rated classification for which they are qualified in the bargaining unit, provided however, that part-time employees may only bump other part-time employees.

ARTICLE 10 FILLING OF VACANCIES

Section 10.1. Definition of a Permanent Vacancy.

For the purposes of this Article, a permanent vacancy is created:

- 1. when the Library determines to increase the work force and to fill the new position(s);
- 2. when any of the following transactions take place and the Library determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions provided that nothing in this Section creates any obligation to replace the previous incumbent.

Section 10.2. Posting.

Permanent vacancies shall be posted for bid on the appropriate bulletin boards for a period of five (5) working days. All employees will be noticed by email of the job

posting. The bid notice shall state the position, the work assignment qualifications, whether assessments may be required, and the rate of pay for such job. Any qualified bargaining unit employee may bid on such position.

#### Section 10.3. Selection.

Permanent vacancies shall be filled by the application of the provisions of this Article and Article 9, Seniority, and shall be filled within 60 days whenever practical. Interviews may be held by videoconference when the Library determines such format to be necessary and appropriate. Where both full and part-time employees bid on a job, in applying the seniority principle, seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

#### Section 10.4. Temporary Assignment.

An employee who is assigned work in a higher paying classification for a period of one (1) consecutive week or longer shall be paid at the higher rate for all time spent performing such work. An employee assigned work in a lower paying classification shall not lose pay for performing such work. The Library shall not split duties or rotate or reassign other employees to any specific temporary assignment for the purpose of circumventing its obligation to pay an employee at the higher rate of pay.

#### Section 10.5. Probation on Promotion or Transfer.

Any employee who accepts a promotion or transfer to another position within the bargaining unit in accordance with the provisions of this Article shall be on probation in such position for a period of ninety (90) calendar days. Any time loss in excess of five (5) working days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. During the probationary period, if the employee fails to demonstrate ~~their/her/his~~ ability to perform the work involved, ~~the employee/she/he~~ shall be transferred back to the position or position classification ~~the employee/she/he~~ vacated, displacing the employee, if any, who replaced ~~them/her/him~~ without loss of seniority. During the ninety (90) calendar day period, the employee may voluntarily return to the position or position classification which ~~the employee/she/he~~ vacated, displacing the employee, if any, who replaced ~~them/her/him~~ without loss of seniority.

#### Section 10.6. Probation for New Hires.

The first six (6) months of service shall constitute the probationary period which may be extended an additional three (3) months by the Library Director for good cause. During this probationary period, any original employee may be dismissed by the Library Director for any reason not prohibited by law without the right to grieve.

#### Section 10.7. Recommended Coursework or Experience.

A list of recommended coursework or experience for classifications of Librarian I, Library Associate, and Library Technical Assistant will be maintained on the staff intranet. The Union steward will be notified of any changes or updates.

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### ARTICLE 11 TRAINING AND EDUCATION

#### Section 11.1. Conferences, Workshops, Seminars, and Conventions.

Employees who are requested by the Library to attend a conference, workshop, seminar, or convention, shall have travel, meal, registration, and other direct expenses paid by the Library in addition to being granted a paid leave of absence for the period necessary for such attendance. Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act.

Guidelines are as follows:

- (1) Priority of Staff:
  - (a) staff members that have a direct job related concern with the subject of the conference or agenda of the meeting;
  - (b) staff participating in and members of professional organizations;
  - (c) staff that are members of professional organizations;
  - (d) all others.
- (2) Priority of Meetings:
  - (a) local and regional meetings sponsored by public libraries or public library systems;
  - (b) Illinois Library Association, Annual Conference;
  - (c) American Library Association, Annual Conference;
  - (d) all others.

Official travel allowance will be at the current IRS rate per mile for personal automobiles used. Other direct expenses such as registration, parking, etc. will be paid at actual cost. Travel by other than personal automobile will be paid at actual cost. ~~Library vehicles must be used, if available.~~ Meals will be paid in accordance with the Library Travel Guidelines.

All payments provided for in this Section are subject to availability of funds. Nothing in this Section requires any particular level of funding for training or education or shall be construed as a guarantee of the right to attend any programs, conferences, workshops, conventions, or seminars.

#### Section 11.2. Academic Course Work.

The Library may pay the tuition of permanent full-time employees who have at least one (1) year of continuous service for job or library related course work. For part-time employees that move to full-time positions, part-time service time will be prorated and utilized towards the one (1) year of continuous service.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld. The tuition reimbursement policy and request form shall be available on staff intranet.

Any employee who leaves the Library within one (1) year of completing a course will refund the Library the amount paid for the course or reimbursed by the Library. This sum may be withheld from the final paycheck.

##### **a. Tuition Reimbursement**

At the end of the course, the employee will reimburse the Library according to the following schedule:

- 0% for a grade "A"
- 25% for a grade "B"
- 50% for a grade "C"
- 100% for a grade "D" or lower

The Library will reimburse employees who themselves paid for job related courses according to the following schedule:

100% for a grade "A"  
75% for a grade "B"  
50% for a grade "C"  
0% for a grade "D" or lower

b. Leave for Library Related Course Work

Elective academic coursework, including homework, shall not be performed on work time. After completing one (1) year of service, an employee may request use of leave time to attend Library related course work of academic credit which, even after work schedules are rearranged by mutual agreement, cannot be scheduled during non-work time. The time off shall be charged to earned leave time in the following order:

- (a) compensatory time
- (b) vacation time
- (c) personal leave

Approval for this leave will be at the discretion of the Library Director. Such approval will not be unreasonably withheld.

Section 11.3. Non-Credit Classes.

All full-time employees shall be given the opportunity to take job related non-credit classes (e.g. Heartland Community College Community Education classes, Library System Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Employees must receive approval from their Department Manager. Such approval shall not be unreasonably withheld. If an employee who is still employed at the Library does not complete the class, ~~the employee~~<sup>she/he</sup> will be required to reimburse the Library for the cost of the class in lieu of discipline. If the employee is no longer a Library employee, no reimbursement will be required. This provision applies whether the class was taken at the request of the employee or the Library.

ARTICLE 12 SICK LEAVE

Section 12.1. Sick Leave Accrual.

~~Effective upon the signing of this Agreement, a~~ All full-time employees shall accrue sick leave to a maximum of 960 hours which shall be paid at full pay during time of illness. This benefit shall ~~be accrued by new employees at a rate of 20 hours per month for her/his first twelve (12) months of employment, after which it shall accrue at a rate of 8 hours per month up to a maximum of 960 hours less sick leave used. Part-time employees, after two (2) years of continuous service, shall accrue sick leave on a pro rata basis up to a maximum of 240 hours.~~

Sick leave can be taken in fifteen (15) minute increments after the first half (½) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Whenever an employee uses more than 152 hours, leaving less than eighty (80) hours of sick leave by reason of one or more serious health conditions, defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility or continuing treatment by a



physician, the employee, upon return to work, shall accrue sick leave at the rate of 20 hours per month until ~~the employee~~<sup>he/she</sup> has accrued the amount of sick leave ~~the employee~~<sup>he/she</sup> had available before the serious health condition or conditions. In order to be eligible to receive sick leave rapid accrual, an employee returning to work must present to ~~the~~<sup>their</sup>~~her~~<sup>his</sup> Department Manager a certificate from a reputable physician licensed in the state where medical treatment was provided that ~~they~~<sup>she/he</sup> personally treated said employee for the sickness which kept ~~the employee~~<sup>her/him</sup> from work and that the physician personally knew the employee was unable to perform the duties of ~~the~~<sup>their</sup>~~her~~<sup>his</sup> employment during the entire absence from work. The certificate may be waived at the discretion of the Department Manager. The employee shall receive full pay during the time of said absence, provided that paid leave time is available, if the absence is certified by the attending physician as being the result of an incapacitation and if it is so recognized in writing by the Department Manager and the Library Director. Employees are eligible to receive rapid accrual once during their career (most recent date of hire).

An employee who is unable to report to work because of their illness or the illness of a spouse, son, daughter, or parent shall contact ~~the~~<sup>their</sup>~~her~~<sup>his</sup> Department Manager as soon as practical. The Library Director shall have the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Library Director during ~~the~~<sup>their</sup>~~her~~<sup>his</sup> absence and after diligent effort on the Library's part, will have to show the Library Director due reason for the inaccessibility before the days of absence will be compensated.

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Library Director.

#### Section 12.2. Sick Leave Abuse.

Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Prior to any disciplinary action taking place, the employee's manager shall counsel the employee regarding ~~the~~<sup>their</sup>~~her~~<sup>his</sup> absences and remind them of the relevant policies. Some examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned.
4. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

If an employee is suspected of sick leave abuse, the Library Director may require the employee to provide verification for all sick leave absences for a designated or reasonable time period. Nothing herein shall preclude an employee from voluntarily submitting a doctor's verification at any time for the Library Director's consideration.

Upon a good faith belief that an employee may be abusing sick leave, the Library Director may elect to have an employee submit to an examination by a physician designated by the Library certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the Library. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's paid leave time.

An employee absent for three (3) consecutive workdays or more without notice to the employee's supervisor will be regarded as having resigned ~~the~~<sup>his</sup> position. Prior to termination, the Library shall send a letter to the employee's last known address notifying them of a pre-termination meeting.

Section 12.3. Sick Leave Buy Back Program.

~~All employees hired prior to May 1, 1997 will be grandfathered to the current contract language as regards Sick Leave Buy Back. Bargaining unit employees who retire or leave the employment of the library by April 30, 2020 under honorable circumstances, with notice as provided in Article 6 and with twenty (20) or more continuous years of service and at age 55 or older may choose to be paid at their final rate of pay for all accumulated unused sick leave according to the following schedule:~~

<del>Total Hours Available</del>	<del>Percentage</del>
<del>Less than 400</del>	<del>0%</del>
<del>400-499</del>	<del>50%</del>
<del>500-599</del>	<del>55%</del>
<del>600-699</del>	<del>60%</del>
<del>700-799</del>	<del>65%</del>
<del>800 or more</del>	<del>70%</del>

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~~Changes Effective May 1, 2020. For all employees hired prior to May 1, 1997, who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 100% of 1440 hours of the employee's accrued sick leave. The 1440 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 1440 hours. Under no situation will an employee be paid for more than 1440 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.~~

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~~All employees hired from 5/1/97 through 4/30/10, who retire or leave the employment of the Library by April 30, 2020 who are at least 55 years of age, with twenty (20) or more years of service as a Library employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:~~

<del>Less than 400 Hours</del>	<del>0%</del>
<del>Next 400 Hours (400-499)</del>	<del>50%</del>
<del>Next 400 Hours (500-599)</del>	<del>55%</del>
<del>Next 400 Hours (600-699)</del>	<del>60%</del>
<del>Next 400 Hours (700-799)</del>	<del>65%</del>
<del>Next 161 Hours (800-960)</del>	<del>70%</del>

~~Changes Effective May 1, 2020. For all employees hired between May 1, 1997 and April 30, 2010, who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 75% of 960 hours of the employee accrued sick leave. The 960 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 960 hours.~~

Under no situation will an employee be paid for more than 720 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

Employees hired after 4/30/10 are ineligible for sick leave buyback upon retirement or other separation from employment.

~~Effective May 1, 2020, all~~ Sick Leave Buy Back (regardless of SLBB Tier) will be paid to the employee in a manner in which SLBB earnings are no longer IMRF eligible and will therefore avoid any accelerated payment under IMRF provisions. Payments will be made within five (5) business days of earnings no longer being IMRF eligible.

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Currently, the Union has elected for employees to receive a paper check for Sick Leave Buy Back. The Union may elect during the term of this Agreement to change all eligible members' Sick Leave Buy Back payment method to a Retirement Health Savings account deposit. Once such notice is received an effective date will be coordinated in compliance with the RHS plan rules and regulations.

#### Section 12.4. IMRF Creditable Service Credits.

The Library and the Union agree that IMRF Creditable Service Credits shall be retroactive to March, 1995. ~~Employees' Supplemental Sick Leave for Creditable Service bank shall be frozen and no additional Supplemental Sick Leave for Creditable Service shall accrue after April 30, 2020.~~

Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days (960 hours) may continue to accrue, for Illinois Municipal Retirement Fund creditable services purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days (960 hours) shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave, except as outlined in Section 12.3 - Sick Leave Buy Back, above. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days (960 hours) is required to use sick leave which reduced the one hundred twenty (120) day (960 hours) amount, the amount of sick leave available for IMRF purposes shall not be reduced, but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days (960 hours) of sick leave. ~~Employees' Supplemental Sick Leave for Creditable Service bank shall be frozen and no additional Supplemental Sick Leave for Creditable Service shall accrue after April 30, 2020~~

#### Retirement Health Savings

~~Effective May 1, 2020, e~~Employees shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Savings (RHS) account. Such contributions will be made on a monthly basis.

~~If any other Local 699 City of Bloomington bargaining unit increases the monthly unused accrued sick time paid into the RHS above 50%, the Library will increase it as well.~~

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### ARTICLE 13 LEAVES OF ABSENCE

#### Section 13.1. Leave Without Pay.

The Library Director may grant a full-time employee or a part-time employee a leave without pay for a period not to exceed one (1) year when it is in the interest of the

Library to do so, provided that if a full-time employee requests a leave of absence without pay to take another position with the Library not covered by this Agreement, the Library Director shall grant a leave of absence for as long as the employee is in the probationary status of said position. During the employee's approved leave of absence, ~~the position~~ his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee. At the expiration of the leave without pay, the employee has the right to and shall be reinstated to the position ~~the employee~~ she/he vacated if the position still exists; or if not, to any vacant position in the same class.

A leave without pay up to seven (7) days shall be granted if prior request is made to the Department Manager by the employee at least five (5) working days in advance and the employee's absence would not disrupt operations.

All requests for leaves of absence without pay shall be made in writing.

Paid leave time shall not accrue during an unpaid leave lasting more than thirty (30) calendar days. An employee will be responsible for paying the entire cost of health and other insurance premiums for an unpaid leave lasting more than thirty (30) calendar days.

#### Section 13.2. Bereavement Leave.

Employees are paid straight time earnings for time lost, up to four ~~scheduled consecutive working days in a two-week period~~, to grieve and/or attend or prepare for the funeral of a member of the immediate family. An immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, ~~or father-in-law, as well as immediate family members of the employee's spouse and the immediate stepfamily of the employee or the employee's spouse.~~ In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall be permitted (1) bereavement day.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service. Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

The Library reserves the right to receive documentation of the funeral or service.

#### Section 13.3. Personal Leave.

After twelve (12) months of consecutive employment, all full-time employees shall be granted 24 hours of personal leave. Personal leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours; etc. When at all possible, personal leave shall be pre-scheduled with the employee's Department Manager by submitting an absence request form.

Part-time employees, after two (2) years of continuous service, will accrue personal leave on a pro rata basis.

During the first year of full-time employment only, pro-rated personal time will be awarded based on the number of months remaining in the fiscal year.

#### Section 13.4. Family Emergency Leave.

In all cases where there is an emergency situation and/or illness which requires the presence of an employee, that employee may be granted enough time off duty, at the discretion of the Department Manager or Library Director, so ~~the employee~~ she/he may leave and make arrangements to get help to stay with ~~the employee's~~ her/his family, or otherwise arrange to alleviate the emergency situation.



When the emergency situation extends beyond one (1) twenty-four (24) hour period of time, permission to be absent from work will have to be secured from the Library Director or Department Manager for every twenty-four (24) hour period thereafter. In any case where an employee has taken more than three (3) family emergency leave days in any given fiscal year, the fourth (4<sup>th</sup>) day will be deducted from the employee's accrued sick leave days. Family emergency leave is not cumulative.

Section 13.5. Civil Leave.

Employees shall be given time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with a national or local emergency, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. In the case of Jury Duty, employees duly summoned for Jury Duty shall show proof of summons as soon as possible to the employer and request leave if desired. If excused from jury duty before the end of the work shift, the employee is expected to report back to work unless previous arrangements have been made. Otherwise, the employee should report back at the beginning of ~~their~~<sup>his/her</sup> next work shift. If an employee is scheduled for an evening shift, ~~the employee~~<sup>she</sup> is expected to report back to work or switch shifts with another qualified employee in advance. Also, in the case of Jury Duty, all fees received other than meal or travel allowances shall be returned to the Library.

Section 13.6. Service-Connected Injury.

An employee who suffers an on-the-job injury shall be allowed full pay during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Employer the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers on on-the-job injury shall not be required to utilize any accumulated sick days prior to being granted an injury leave under Section 13.7 below.

Section 13.7. Illness or Injury Leave.

Employees who have utilized all their accumulated sick leave days (except as provided in Section 13.6 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one (1) year from the onset of the disability. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of another state. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Library in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. The Library will not arbitrarily deny such leave request.

Section 13.8. Treatment of Seniority.

Any non-probationary employee shall retain and continue to accumulate seniority while on leaves provided for under this Article.

### Section 13.9. Employee Rights After Leave.

At the expiration of any leave provided for in this Article, the employee has the right to and shall be reinstated to the position ~~the employee she/he~~ vacated if the position still exists; or if not, to any other vacant position in the same class.

### Section 13.10. Failure to Return from Leave.

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge unless the Library Director, in ~~their/her/his~~ discretion, determines that it was impossible for the employee to so return.

### Section 13.11. Notification of Leave.

Notification of balances of vacation, personal, and sick leave shall be ~~available through the timeclock software provided to the employee once per month.~~

### Section 13.12. FMLA Leave

To the extent that an employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time. Whenever an employee uses ~~their/her/his~~ accrued paid time off concurrently with FMLA, leaving a balance of 38 hours (or 40 hours for ~~support services~~ Maintenance/Custodians) or less of total paid time off, the employee may elect to take the remainder of ~~their/her/his~~ continuous, non-intermittent leave unpaid.

### Section 13.13 Victim's Economic Security and Safety Act (VESSA).

The Victim's Economic Security and Safety Act ("VESSA") provides an ~~employee who is a victim of domestic or gender violence, or who has a family or household member who is a victim of domestic or gender violence, to a leave of absence.~~ More information can be found on the appropriate Library poster or at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/vessa.aspx>

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### Section 13.14. Wellness Day

~~In the spirit of promoting wellness, full-time employees will be eligible for one day (8 hours) of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year, following approval of the application and with prior approval of their Department Manager. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must satisfy the requirements outlined in the Wellness Day application.~~

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### Section 13.15 Parental Leave

~~All full-time employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 20 workdays of paid parental leave for each pregnancy resulting in birth or multiple births. Should both parents be employees of the Library, they shall be allowed to split the 20~~

workdays. The Library may require proof of the birth and paternity. Leaves under this Section shall also be granted in cases of a full-term stillborn child.

All full-time employees are eligible for 20 workdays of paid leave with a new adoption of a child, with the leave to commence no earlier than when physical custody of the child has been granted to the employee, provided that the employee can provide proof at least 30 days prior to the formal adoption that reflects the formal adoption process is underway, as well as final proof that such adoption was finalized. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt, as long as the foster child has not resided in the home for more than one (1) year.

Such leave must be taken consecutively once it is started until the leave is completed, and all such leave must be taken within a year of the child's birth or adoption. Regardless of the number of pregnancies or adoptions in a year, no employee shall receive more than 20 workdays of paid leave under this section per rolling year.

Parental leave is for the purpose of bonding with the new member of the household. Employees are not eligible for leave under this section in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) year or more.

Such leave will run concurrently with FMLA Leave.

Parental leave under this section is not eligible for rapid accrual as detailed in Article 12, Section 12.1 of this Agreement.

#### ARTICLE 14 INSURANCE

- (a) All eligible employees will be offered insurance through the City of Bloomington.
- (b) The Employer agrees to pay seventy-five percent (75%) of the health insurance premium for benefited employees with "Single" coverage.
- (c) The Employer agrees to pay seventy-five percent (75%) of the full health insurance premiums for benefited employees with dependent coverage.

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter "ineligible spouses") will be ineligible for insurance on the City/Library medical plans. Those employees who have spouses on the plan as of the February 12, 2018 contract ratification date will be grandfathered in. Spouses who are Medicare-eligible will be eligible to remain on the City/Library plan.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City/Library medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City/Library medical care plan for the entire medical plan year. Once a grandfathered employee's spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City/Library medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

If a grandfathered employee's spouse experiences a qualifying event resulting in a loss of medical coverage during the plan year, the employee shall receive a prorated stipend based on the full months the City medical plan was not accessed.

- (d) The Employer agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage, and fifty percent (50%) of the dental insurance premium

for dependent coverage for dental insurance for all benefited employees under the City of Bloomington Health Care Plan.

- (e) The Employer agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage, and fifty percent (50%) of the vision insurance premium for dependent coverage for vision insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (f) In any year in which the total amount of group insurance benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the Employer shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plan.
- (g) In the event the City offers a Health Saving Account (HSA) eligible PPO plan to Local 699 employees, the City reserves the exclusive right to change carriers, alter or amend the plan design, change the seed contribution or discontinue the HSA plan. No changes in the level of benefits shall be made to the other existing plans except by mutual agreement of the parties unless identified in the preceding paragraph or triggered by the following paragraphs.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for any coverage options, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

#### ARTICLE 15 UNIFORMS

~~Maintenance~~/Custodians will be required to wear a uniform shirt with proper identification. The Library will furnish the following uniforms for each of the ~~Maintenance~~/Custodial positions in the proper size:

1 pair Carhartt-type Coveralls or bibs  
5 Work Shirts with Identification for full-time employees and 3 work shirts with identification for part-time employees

The type/style of shirts will be decided by the Chapter Chair by conducting a poll of the custodial staff with options provided by Library management.



## ARTICLE 16 NO STRIKE AND NO LOCKOUT

### Section 16.1. No Strike.

During the term of this Agreement, there shall be no strikes, work stoppages, sympathy strikes or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

### Section 16.2. No Lockout.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

## ARTICLE 17 PERFORMANCE REVIEWS

### Section 17.1. Informal Conferences.

The Union and the Employer encourage periodic informal performance review conferences between the employee and ~~the employee's~~ <sup>her/his</sup> Department Manager to discuss work performance, job satisfaction, work-related problems, and the work environment.

### Section 17.2. Written Performance Reviews.

Written Performance Reviews shall be prepared by the employee's Department Manager who is outside the bargaining unit and who either has firsthand knowledge of the employee's work or has discussed and received recommendations from someone who does. The Performance Review shall be limited to the employee's performance of the duties assigned and factors related thereto. The Performance Review shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the Performance Review as a recognition of having read it. Such signatures shall not constitute agreement with the Performance Review.

## ARTICLE 18 PERSONNEL RECORDS

### Section 18.1. Personnel Records.

The official personnel record shall be maintained at the Library. The personnel record shall be made available during regular business hours for an employee and/or ~~the employee's~~ <sup>her/his</sup> designee to review. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file. Employees may contribute documents to their record that relate to their performance and accomplishments.

### Section 18.2. Right of Inspection and Copies.

Employees will be granted the right to inspect their personnel records under the following procedures:

- (1) Any employee who wishes to inspect ~~their~~~~her~~~~his~~ personnel record must submit, in writing, ~~their~~~~her~~~~his~~ request to the person in charge of the record; the request shall not be unduly repetitious.
- (2) The inspection shall be granted to the employee within seven (7) working days from the receipt of the request.
- (3) The employee may make a copy of any material contained in ~~their~~~~her~~~~his~~ file.

#### Section 18.3. Employee Representation.

An employee may designate, in writing, a representative to inspect ~~their~~~~her~~~~his~~ personnel records and to make copies of pertinent information.

#### Section 18.4. Disciplinary Records.

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand, or other documentation is released to an external third party. This requirement will be waived if:

- (a) the disclosure is ordered in a legal action;
- (b) information is requested by a government agency to substantiate an employee's claim or complaint;
- (c) the employee waives this right in writing.

#### Section 18.5. Personnel Record Modification

If an employee disagrees with the information contained in ~~their~~~~her~~~~his~~ personnel record, it will be modified or removed by mutual agreement, or the employee may submit a written statement explaining ~~their~~~~her~~~~his~~ position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

### ARTICLE 19 LABOR-MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of the Library shall meet with the appropriate Union committee representing the bargaining unit. Meetings shall be scheduled if either side feels it is needed. Meetings will be at a time, place, and date mutually agreed upon. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings may be attended by an AFSCME staff representative.

### ARTICLE 20 UNION RIGHTS

#### Section 20.1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their Department Manager, be allowed reasonable time off without loss of pay during working hours to attend grievance hearings, labor-management meetings, and any other meetings and/or activities

established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

Section 20.2. Access to Premises by Union Representatives.

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the Library Director or designee. Such visitation shall be for the reason of the administration of the Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve, or clarify a problem.

Section 20.3. Time Off For Union Activities.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, workshops, and other training meetings, provided such representative(s) shall give reasonable notice to ~~their/her/his~~ Department Manager of such absence. When staffing permits, Local Union representatives may attend the monthly Local 699 meeting on unpaid time and flex their schedules for the day of the meeting. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Section 20.4. Union Bulletin Board.

The Library shall provide a bulletin board for the exclusive use of the Union, provided that such bulletin board shall not be for the posting of messages which are inflammatory or disruptive of harmonious relations.

Section 20.5. Union Meetings on Library Premises.

The Library agrees to allow appropriate meeting rooms to be used for Union meetings upon prior notification by the designated Union representative, subject to availability.

Section 20.6. Union Orientation.

The employer will notify the Library Chapter Chair or designee when a new bargaining unit employee is hired. The Union will submit relevant and appropriate Union information to Human Resources to be placed in the new employee packet. The Union may provide information, including Union deduction cards, to the new bargaining unit member. One (1) Union representative will be afforded an opportunity to meet with new employees during their first month of employment for up to thirty (30) minutes of paid time (at regular rate of pay) to the employees involved.

ARTICLE 21 MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all of its various aspects. Among the rights retained by the Library are the Library's rights to direct the working forces; to plan, direct, and control all the operations and services of the Library; to determine the

methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE 22 NON-DISCRIMINATION

### Section 22.1. Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, disability, political affiliation and/or beliefs, sexual orientation, or other non-merit factors as provided by law.

### Section 22.2. Union Activity.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. (P.A. 83-1012) or by this Agreement, or on account of membership or non-membership in, or on account of participating or not participating in lawful activities on behalf of the Union.

## ARTICLE 23 WELFARE TO WORK

No AFSCME represented position will be displaced, laid off, ~~have~~ hours reduced, or otherwise ~~have a reduction~~ in pay as a result of any Welfare to Work initiative.

## ARTICLE 24 CDL POLICY

The Library will pay for the difference in the cost of obtaining a Commercial Drivers' License and a Class D license. This amount, net of the regular renewal rate, will be paid each time a new or renewed CDL is required. The Library will not demand reimbursement of these amounts from CDL employees who cease employment with the Library.

A new employee in the Circulation/Outreach Department hired to drive the bookmobile will have 75 working days in which to successfully obtain a CDL. If the license is not obtained within 75 working days, such may be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 75 working days will be able to return to their previous position as governed by the union contract, Section 10.5. Section 10.5 will be adhered to with the additional stipulation of the 75-day requirement to obtain a CDL.

Bargaining unit CDL employees who fail a drug or alcohol test will be terminated after a second failed drug or alcohol test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of two dollars (2.00) per hour for each hour or portion thereof (in increments of fifteen minutes, rounded to the nearest increment) worked by the CDL employee on the bookmobile. This amount will be paid



in addition to the CDL employee's present base rate of pay. The time shall be calculated beginning at the time the CDL employee leaves the Library garage and terminating when the CDL employee returns to the Library garage.

Bargaining unit CDL employees shall ~~electronically submit to their supervisor, on a weekly basis, a written confirmation of the amount of on-road hours (or portions thereof) worked by the CDL employee, during each week. Such written confirmations will normally be submitted on Monday.~~ If the supervisor agrees with the report of hours worked submitted by the CDL employee, ~~they/she/he~~ shall approve payment for such hours (or portions thereof) to the CDL employee in the amounts set forth above ~~and she/he shall sign the written confirmation.~~ If ~~they/she/he~~ does not agree with the report of hours worked, ~~they/she/he~~ will meet with the CDL employee and will discuss with the CDL employee what the supervisor believes an accurate summary of hours worked should be. If the supervisor and the CDL employee cannot agree on the number of hours worked by the CDL employee, the CDL employee may initiate the grievance procedures set forth in Article 8.

~~The parties recognize that a delay between the time a confirmation of hours is submitted by the CDL employee and the date that compensation for such hours worked by such CDL employees on the bookmobile will occur. The Library and the City agree to use their best efforts to compensate CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee.~~

In the event the library purchases a bookmobile that does not require a CDL to drive, Management will have the right to bargain Article 24 at that time.

Bookmobile shall be staffed with two (2) employees for any stops beginning after 5:00 p.m. For stops beginning at or before 5:00 p.m., with as much notice as possible, if the driver requests a second employee due to reasonable safety concerns, the request shall be granted.

#### ARTICLE 25 SUBCONTRACTING

It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The Library will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the Library's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the Library's actions. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the Library. The Library shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the Library's decision.

#### ARTICLE 26 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet as soon as practicable to renegotiate the provision to eliminate its illegality or unenforceability.

#### ARTICLE 27 ENTIRE 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

#### ARTICLE 28 TERMINATION

This Agreement shall be effective as of the last day of ratification and shall remain in full force and effect until the 30<sup>th</sup> day of April, 202~~5~~<sup>2</sup>. It shall automatically be 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 not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~XX~~<sup>28</sup><sup>th</sup> day of ~~July~~<sup>May</sup>, 202~~2~~<sup>4</sup><sup>9</sup>.

LOCAL 699, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO,  
COUNCIL 31

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

BOARD OF TRUSTEES  
BLOOMINGTON PUBLIC LIBRARY

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

CITY OF BLOOMINGTON

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

## APPENDICES

### APPENDIX "A" – EMPLOYEES GRANDFATHERED UNDER ARTICLE 14

| 4.2 employees had spouses on the plan as of the February 12, 2018 contract ratification date. The list is available upon request from the HR Manager or Library Director.



#### WAGE TABLES

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY that the following positions will be removed from the wage tables; however, the job classifications will remain in Section 1.1, Recognition, in the event these positions become necessary in the future:

- Full Time Shelver
- Full and Part Time Library Assistant (\*)
- Full and Part Time Library Associate II

Due to position mergers in previous contracts, we no longer have these positions.

APPENDIX "B" – WAGE TABLE

MAY 1, 2022 – APRIL 30, 2023

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

Position	Base	5 YR 5%	10 YR 7%	15 YR 9%	20 YR 11%	25 YR 13%	30 YR 15%
Shelver	13.00	13.65	13.91	14.17	14.43	14.69	14.95
Lib Asst	14.00	14.70	14.98	15.26	15.54	15.82	16.10
Maint/Cust	19.00	19.95	20.33	20.71	21.09	21.47	21.85
LTA	19.85	20.84	21.24	21.63	22.03	22.43	22.83
Lib Assoe	22.12	23.23	23.67	24.12	24.56	25.00	25.44
Libn	28.19	29.60	30.16	30.73	31.29	31.86	32.42

MAY 1, 2019 – OCTOBER 31, 2019

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

Position	Base	5 YR 5%	10 YR 7%	15 YR 9%	20 YR 11%	25 YR 13%	30 YR 15%
Full-Time							
Lib Asst	15.39	16.16	16.47	16.78	17.08	17.39	17.70
Cust	15.69	16.47	16.79	17.10	17.42	17.73	18.04
LTA	18.02	18.92	19.28	19.64	20.00	20.36	20.72
Lib Assoe	20.10	21.11	21.51	21.91	22.31	22.71	23.12
Libn	25.60	26.88	27.39	27.90	28.42	28.93	29.44
Part-Time							
Shelver	10.59	11.12	11.33	11.54	11.75	11.97	12.18
Lib Asst	11.66	12.24	12.48	12.71	12.94	13.18	13.41
Cust	13.34	14.01	14.27	14.54	14.81	15.07	15.34
LTA	15.31	16.08	16.38	16.69	16.99	17.30	17.61
Lib Assoe	16.84	17.68	18.02	18.36	18.69	19.03	19.37
Libn	21.76	22.85	23.28	23.72	24.15	24.59	25.02

APPENDIX "C" – WAGE TABLE

MAY 1, 2023 – APRIL 30, 2024

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
Shelver	14.00	14.70	14.98	15.26	15.54	15.82	16.10
Lib Asst	15.00	15.75	16.05	16.35	16.65	16.95	17.25
Maint/Cust	19.57	20.55	20.94	21.33	21.72	22.11	22.51
LTA	20.44	21.47	21.87	22.28	22.69	23.10	23.51
Lib Assoc	22.79	23.93	24.38	24.84	25.29	25.75	26.21
Libn	29.04	30.49	31.07	31.65	32.23	32.81	33.39

NOVEMBER 1, 2019 – APRIL 30, 2020

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
Full-Time							
Lib Asst	15.58	16.36	16.67	16.98	17.29	17.61	17.92
Cust	15.89	16.68	17.00	17.32	17.64	17.96	18.27
LTA	18.25	19.16	19.53	19.89	20.26	20.62	20.99
Lib Assoc	20.35	21.37	21.77	22.18	22.59	23.00	23.40
Libn	25.92	27.22	27.73	28.25	28.77	29.29	29.81
Part-Time							
Shelver	10.72	11.26	11.47	11.68	11.90	12.11	12.33
Lib Asst	11.81	12.40	12.64	12.87	13.11	13.35	13.58
Cust	13.51	14.19	14.46	14.73	15.00	15.27	15.54
LTA	15.50	16.28	16.59	16.90	17.21	17.52	17.83
Lib Assoc	17.05	17.90	18.24	18.58	18.93	19.27	19.61
Libn	22.03	23.13	23.57	24.01	24.45	24.89	25.33

APPENDIX "D" – WAGE TABLE

MAY 1, 2024 – APRIL 30, 2025

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
Shelver	15.00	15.75	16.05	16.35	16.65	16.95	17.25
Lib Asst	16.00	16.80	17.12	17.44	17.76	18.08	18.40
Maint/Cust	20.16	21.16	21.57	21.97	22.37	22.78	23.18
LTA	21.06	22.11	22.53	22.95	23.37	23.79	24.22
Lib Assoc	23.47	24.65	25.11	25.58	26.05	26.52	26.99
Libn	29.91	31.40	32.00	32.60	33.20	33.80	34.39

MAY 1, 2020 – APRIL 30, 2021

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
Full-Time							
Lib Asst	46.05	46.85	47.17	47.49	47.82	48.14	48.46
Cust	47.00	47.85	48.19	48.53	48.87	49.21	49.55
LTA	48.80	49.74	50.12	50.49	50.87	51.24	51.62
Lib Assoc	50.96	52.01	52.43	52.85	53.27	53.68	54.10
Libn	56.70	58.04	58.57	59.10	59.64	60.17	60.71
Part-Time							
Shelver	44.04	44.59	44.81	45.03	45.25	45.48	45.70
Lib Asst	42.16	42.77	43.01	43.25	43.50	43.74	43.98
Cust	44.45	45.17	45.46	45.75	46.04	46.33	46.62
LTA	45.97	46.77	47.09	47.41	47.73	48.05	48.37
Lib Assoc	47.56	48.44	48.79	49.14	49.49	49.84	50.19
Libn	52.69	53.82	54.28	54.73	55.19	55.64	56.09



APPENDIX "E" WAGE TABLE

MAY 1, 2021—APRIL 30, 2022

LIBRARY WORKERS—AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5-YR	10-YR	15-YR	20-YR	25-YR	30-YR
Position	-Base	5%	7%	9%	11%	13%	15%
Full-Time							
Lib-Asst	16.45	17.27	17.60	17.93	18.26	18.59	18.92
Cust	17.43	18.30	18.65	19.00	19.35	19.70	20.04
LTA	19.27	20.33	20.62	21.00	21.39	21.78	22.16
Lib-Assoe	21.48	22.55	22.98	23.41	23.84	24.27	24.70
Libn	27.37	28.74	29.29	29.83	30.38	30.93	31.48
Part-Time							
Shelver*	11.32	11.89	12.11	12.34	12.57	12.79	13.02
Lib-Asst	12.46	13.08	13.33	13.58	13.83	14.08	14.33
Cust	14.81	15.55	15.85	16.14	16.44	16.74	17.03
LTA	16.37	17.19	17.52	17.84	18.17	18.50	18.83
Lib-Assoe	18.00	18.90	19.26	19.62	19.98	20.34	20.70
Libn	23.26	24.42	24.89	25.35	25.82	26.28	26.75

\*On January 1, 2022, the Illinois minimum wage will increase to \$12/hour; therefore, the shelver salary and wage scale will be as follows for January 1, 2022—April 30, 2022:

		5-YR	10-YR	15-YR	20-YR	25-YR	30-YR
Position	-Base	5%	7%	9%	11%	13%	15%
Part-Time							
Shelver	12.00	12.60	12.84	13.08	13.32	13.56	13.80

Bloomington Public Library  
*Books are just the beginning.*



# Employee Handbook

Approved by the Board of Trustees

~~September 21, 2021~~

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## Mission

We provide our diverse community with a helpful and welcoming place that offers equal access to the world of ideas and information and supports lifelong learning.

## Vision

Bloomington Public Library is a vital community resource. The Library is passionate about what it is and what it does.

The library provides outstanding collections and the latest technologies in relaxed and inviting atmospheres. In addition, the library offers relevant services and inspiring programs to meet diverse individual needs.

Through the friendly and knowledgeable staff, the library provides exceptional service to all of our citizens.

The library and staff take an involved role in the community by partnering with organizations to enrich the quality of community life.

The library uses technology to build upon traditional library and civic values to create an enduring sense of place.

To meet our community's expectations, the library embraces its responsibility to thrive and grow. Mirroring the exponential development of the community, the library will expand its locations, services, collections, and programs. The main library, located downtown, provides the full range of services and will be enhanced by branches and other access points, both physical and virtual.

The Bloomington Public Library provides a quiet space in a hectic world for interaction, communication, study, and reflection. The Library is a destination that cannot be visited often enough.

## Values

### *Service*

We strive to provide excellent, responsive services to meet and exceed user need and maximize user experience.

### *Accountability*

We take responsibility for our actions, the services we provide, and for the stewardship of our materials and spaces.

### *Intellectual Freedom*

We value and facilitate the free exchange of information and ideas in a democratic society, protecting intellectual freedom and respecting individuals' rights to privacy and choice.

### *Innovation*

We encourage and practice creativity, experimentation, and the generation of ideas.

## Chapter 1 - Introduction

This personnel handbook is intended to acquaint employees\* with the personnel policies of Bloomington Public Library ("Library" or "Employer") and provide them with general information regarding working conditions, employee benefits, and some of the policies affecting their employment. All employees are responsible for reading, understanding, and complying with all provisions of the handbook. This handbook also describes the responsibilities of an employee of the Library and outlines the programs developed by the Library to benefit employees.

The employee handbook is not intended to create a contract of employment. Unless an employee has an employment agreement to the contrary, which is signed by the Director, employment at the Library is at-will and may be terminated, with or without cause, and with or without notice, at any time at the option of either the employee or the Library, subject to limitations in the Union Contract.

The Library reserves the right to revise, supplement, deviate from, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The Library will make an effort to notify employees of such changes as they occur.

Applicable federal, state or local laws or regulations shall supersede these stated policies, until corrections can be published, in the following instances:

- If any of the policies are or become in conflict with federal, state, or local laws or regulations.
- If any omissions or inclusions cause conflict with federal, state, or local laws or regulations.
- If typographical or printer error should cause conflict with any federal, state, or local laws or regulations.

Should there be any questions as to the interpretation of the policies or benefits listed in this handbook, the final explanation and resolution will be at the sole and absolute discretion of the Library, subject to applicable federal, state, and local laws. If there are any questions about this handbook, employees should ask their Manager, the Human Resources Manager, or the Director.

Violation of any of the Library or the City of Bloomington's policies, rules or regulations, whether contained in this handbook or otherwise, may result in discipline up to and including termination of employment.

*\* The Library has entered into a collective bargaining agreement between the City of Bloomington, Bloomington, Illinois; the Bloomington Public Library Board of Trustees; and Local 699 American Federation of State, County and Municipal Employees, AFL-CIO, Bloomington Public Library Employees (hereinafter referred to as the "Union Contract"). The terms and provisions of the Union Contract describe the categories of personnel and circumstances that apply to the employees covered under the terms and provisions of the Union Contract, referred to as "bargaining unit" employees in this Personnel Handbook. Employees who are not covered under the Union Contract are referred to as "non-bargaining unit" employees. Unless otherwise specifically stated, the policies in this handbook apply to all employees of the Library, irrespective of whether the employee is in the bargaining unit or not. Where applicable, bargaining unit employees should refer to the Union Contract for the details relating to the terms and conditions affecting their employment at the Library. As it relates to terms of employment in the Union Contract covering rates of pay, hours of work, and other conditions of employment relating to bargaining unit employees only, the Union Contract shall supersede if there is a conflict between the Union Contract and the comparable provisions in this handbook.*



## Definitions

### *Library Director*

The Library Director (hereinafter referred to as the Director) is hired by the Bloomington Public Library Board of Trustees and is the administrator of the institution. The Director acts in an advisory capacity as a professional expert to the Bloomington Public Library Board of Trustees. The Director is in charge of library personnel and is responsible for the formulation and administration of personnel policies, including, without limitations, assignment of duties, service standards and staff development, and for creating an environment conducive to high staff morale.

### *Department Manager*

The Department Manager (hereinafter referred to as Manager) is hired by the Director. The Manager is responsible for the work of a department and, in turn, hires, delegates, and assigns responsibilities and duties to the staff. The Manager must establish lines of supervision.

### *Person-in-Charge*

Each employee must use their own best judgment about what situations should be escalated to the person-in-charge and whether a situation merits contacting a Manager and/or the Director if they are offsite when the situation arises. Security officers are available to assist employees with situations but are not the final decision makers. If there is a conflict in opinion, the Director is the ultimate authority.

The Person-in-Charge will be determined in this order:

1. Impacted Department's:
  - a. Manager
  - b. Most senior Librarian on duty
  - c. Most senior Library Associate on duty
  - d. Most senior LTA on duty
2. Director
3. Manager on duty
4. Most senior Librarian on duty and/or the Site Security Supervisor
5. Most senior Library Associate on duty

## Types of Employee Classifications

It is the intent of the Library to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, subject to limitations in the Union Contract, the right to terminate the employment relationship, at will, at any time is retained by both the employee and the Library.

Each employee is designated as either non-exempt or exempt according to federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay and are subject to specific provisions of federal and state wage and hour laws. Exempt employees are not entitled to overtime pay and are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

### *Full-Time Employee*

A full-time employee works thirty-eight (38) hours or more per week. A full-time employee is subject to all library rules and regulations and is generally eligible for benefits and rights as provided by the Union Contract and/or Personnel Handbook, subject to the terms, conditions, and limitations of each benefit program.

### *Part-Time Employee*

A part-time employee works less than 38 hours per week. A part-time employee is subject to all library rules and regulations and is generally eligible for benefits and rights as provided by the Union Contract and/or Personnel Handbook, subject to the terms, conditions, and limitations of each benefit program.

### *Seasonal Employee*

A seasonal employee works to complete a special project, to fill a position for an employee on a leave of absence, or for a defined time period. A seasonal employee is not a part of the bargaining unit. Seasonal employees are not eligible for any of the Library's benefit package, except those benefits required by law.

## Chapter 2 - Business Practices

### Employment Opportunity Statement

It is the policy of the Library to afford equal employment opportunities regardless of actual or perceived race, color, national origin, ancestry, citizenship status, age, religion, marital status, disability, sex, gender, pregnancy, sexual orientation, gender identity, political affiliation, military or veteran status, order of protection status, genetic information, or any other category protected by applicable law. This policy of equal employment applies to all aspects of the employment relationship, including but not limited to initial consideration for employment; job placement and assignment of responsibilities; performance evaluation; promotion and advancement; compensation and fringe benefits; training and professional development opportunities; formulation and application of human resource policies and rules; facility and service accessibility; and discipline and termination.

Any employee who believes this policy has been violated should report the situation to their Manager (if applicable), the Human Resources Manager, or the Director. If the complaint involves the Director, notification should be made to the Library Board Budget & Personnel Committee. All such matters will be thoroughly investigated and rectified if a policy violation is identified. Please refer to the following policies governing sexual and other types of harassment for more detailed information concerning the Library's investigative procedures.

### Immigration Law Compliance

The Library is committed to employing only those applicants who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must complete a new I-9 form.



Employees who have a work authorization that expires will need to provide an updated work authorization. Employees who fail to provide proof of their renewed authorization to work prior to the expiration of the authorization documented on their Form I-9 are subject to immediate termination.

## Non-discrimination and Anti-harassment

The Library is committed to providing our employees a work environment that is free from all forms of discrimination and unlawful harassment, which are illegal under the under the Illinois Human Rights Act (IHRA) and Title VII of the U.S. Civil Rights Act of 1964 (Title VII). In keeping with this commitment, the Library will not tolerate discrimination or harassment by anyone, including any supervisor, employee, vendor, customer, contractor, or other regular visitor of the Library. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

### Discrimination

To further the Library's objective of valuing diversity and the many contributions that people make to our organization, it is the Library's policy not to discriminate against any employee or applicant for employment. Discrimination consists of employment actions taken against an individual based on an actual or perceived characteristic protected by law, such as sex, race, color, ancestry, national origin, citizenship status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law (collectively referred to as "Protected Classes"). In other words, discrimination occurs when an individual is treated differently or unequally because the individual is a member or a perceived member of a protected group.

The policy not to discriminate in employment includes, but is not limited to, the following:

- The Library will employ applicants who possess necessary skills, education, and experience, without regard to actual or perceived Protected Classes.
- The Library will promote, upgrade, transfer, demote, recruit, advertise, and solicit for employment without regard to actual or perceived Protected Classes.
- The Library will provide training during employment without regard to actual or perceived Protected Classes.
- No employee will aid, abet, compel, coerce, or conspire to discharge or cause another employee to resign because of actual or perceived Protected Classes.
- The Library will establish rates of pay and terms, conditions, and privileges of employment without regard to actual or perceived Protected Classes.

### Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status such as race, color, ancestry, national origin, citizenship status, religion, sex, pregnancy, sexual orientation, gender identity, age, disability, marital status, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law (collectively referred to as "Protected Classes"). The Library will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

- Persistent or repeated unwelcome flirting, pressure for dates, sexual comments, or touching.
- Sexually suggestive jokes, gestures, or sounds.
- Degrading comments about a person's actual or perceived Protected Class.
- The open display of sexually oriented pictures, posters, or other material offensive to others.
- Written or graphic material circulated within or posted within the workplace that shows hostility toward a person because of his or her actual or perceived protected status.
- The use or display of epithets, slurs, negative stereotypes or intimidating acts that are based on a person's actual or perceived Protected Class.

## Reporting

Any employee who experiences discrimination or harassment as a result of their actual or perceived Protected Class must report the matter to their Manager, the Human Resources Manager, or the Director. It is important that reports are made as soon as possible to promptly address inappropriate behavior, ensure more accurate witness accounts, and to allow the ability to seek resolution outside of the Library (see below for IDHR and EEOC deadlines).

Any supervisor or manager who becomes aware of possible discrimination or harassment as a result of actual or perceived race, Protected Class, or to whom a report of discrimination or harassment is made, must promptly notify their Manager, the Human Resources Manager, or the Director. Failure of a supervisor or manager to promptly report possible discrimination or harassment may result in disciplinary action, up to and including termination.

Any employee who witnesses an act of discrimination or harassment should promptly notify their Manager, the Human Resources Manager, or the Director.

If the complaint involves the Director, notification should be made to the Library Board Budget & Personnel Committee.

## Investigation and Response

The Director (or Library Board Budget & Personnel Committee for complaints involving the Director) shall investigate all complaints and make all reasonable efforts to resolve the matter promptly and fairly. These efforts may include, but are not limited to, convening conferences with the complainant and/or the accused harasser/discriminator to discuss the complaint and the results of the investigation.

The right to confidentiality, both the complainant and the accused, will be respected consistent with the Library's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

A substantiated complaint against an employee will subject the individual to disciplinary action, up to and including termination. The Library will also take appropriate action to address a substantiated complaint of discrimination or harassment by a third party or non-employee. If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including termination.



## Retaliation Prohibited

Making a good faith report of harassment or discrimination or participating in an investigation will not reflect adversely upon an individual's status or affect future employment or work opportunities. Any form of retaliation against an individual who reports harassment or discrimination or participates in an investigation is strictly prohibited by the Illinois Human Rights Act, the Illinois Whistleblower Act, Title VII of the Civil Rights Act of 1964, and Library policy. Any employee who retaliates against another for exercising their rights under this policy shall be subject to discipline, up to and including termination. The Library will also take appropriate action to address a third party or non-employee who engages in retaliation.

This procedure should not be construed as preventing, limiting, or delaying the Library from taking disciplinary action against any individual, up to and including termination, in circumstances where the Library deems disciplinary action appropriate.

Any Library employee found to have engaged in unlawful discrimination or other unlawful harassment, or retaliation, is subject to discipline, up to and including termination.

## Resolution Outside the Library

The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an individual has the right to contact the Illinois Department of Human Rights (IDHR) and/or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR or EEOC complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense.

### Contact Information:

#### Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942; TTY: 866-740-3953

Springfield: 217-785-5100; TTY: 866-740-3953

Marion: 618-993-7463; TTY: 866-740-3953

#### Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269; TTY: 312-814-4760

Springfield: 217-785-4350; TTY: 217-557-1500

#### United States Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000; TTY: 800-869-8001

## Sexual Harassment

### Definition of Sexual Harassment

Sexual harassment, as stated in the Illinois Human Rights Act, consists of any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other people, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome touching, hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyberstalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, internet/intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is subtler and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

Even if two or more individuals are engaging in consensual conduct, such conduct could constitute harassment of or discrimination against another individual who witnesses or overhears the conduct.

### [Procedure for Reporting an Allegation of Sexual Harassment](#)

Any employee who experiences sexual harassment must report the matter to their Manager, the Human Resources Manager, or the Director. It is important that reports are made as soon as possible to promptly address inappropriate behavior, ensure more accurate witness accounts, and to allow the ability to seek resolution outside of the Library (see below for IDHR and EEOC deadlines).

Any supervisor or manager who becomes aware of possible sexual harassment, or to whom a report of sexual harassment is made, must promptly notify their Manager, the Human Resources Manager, or the Director. Failure of a supervisor or manager to promptly report possible discrimination or harassment may result in disciplinary action, up to and including termination.

Any employee who witnesses an act of sexual harassment should promptly notify their Manager, the Human Resources Manager, or the Director.

If the complaint involves the Director, notification should be made to the Library Board Budget & Personnel Committee.



All allegations, including anonymous written reports submitted to the Manager, Human Resources Manager, or the Director (or Library Board Budget & Personnel Committee when involving the Director) via postal mail, employee mailboxes, or online form, will be accepted and investigated regardless of how the matter comes to the attention of the Library.

If the complaint is not resolved at the Library, all municipal (library) employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

### Prohibition on Retaliation for Reporting Sexual Harassment Allegations

No Library officials, agents, employees, or departments shall take any retaliatory action against any Library employee due to a Library employee's:

1. Disclosure or threatened disclosure of any violation of this policy.
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy.
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any library employee that is taken in retaliation for a Library employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), the Library may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, the Library may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because they have opposed that which they reasonably and in good faith believe to be sexual harassment in employment, because they have made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

### Consequences of a Violation of the Prohibition on Sexual Harassment

In addition to any and all other discipline that may be applicable pursuant to Library policies, procedures, this handbook, and/or the Union Contract, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Library and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Library shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

### Consequences for Knowingly Making a False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable Library policies, procedures, this handbook, and/or the Union Contract.

### Whistleblower Compliance

A whistleblower for purposes of this policy is an employee of the Library who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

An example of an illegal or dishonest activity is a violation of federal, state, or local laws or financial wrongdoing, including but not limited to theft or embezzlement. If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Human Resources Manager or the Director. If the complaint involves the Director, notification should be made to the Library Board Budget & Personnel Committee. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense (when applicable). The Library will not retaliate against a whistleblower. The Library prohibits any form of retaliation against whistleblowers, including, but not limited to, retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments and threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact the Human Resources Manager or the Director immediately. If the complaint involves the Director, notification should be made to the Library Board Budget & Personnel Committee. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.



## Reasonable Accommodations

The Library supports the Illinois Human Rights Act, the Americans with Disabilities Act as amended, and Title VII of the Civil Rights Act, and will attempt to provide reasonable accommodations for pregnant individuals, qualified individuals with disabilities, and individuals who request such accommodations for their religious beliefs or practices unless such accommodations would present an undue hardship for the Library.

Reasonable accommodations apply to all covered employees and applicants and include but are not limited to accommodations related to hiring practices, job placement, training, pay practices, promotion and demotion policies, access to benefits, facility and service accessibility, and layoff and termination procedures. Any employee who needs to request a reasonable accommodation should ask their Manager, the Human Resources Manager, or the Director.

As noted above, individuals who may request a reasonable accommodation include:

- A pregnant individual, affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.
- A qualified individual with a disability, which includes any individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job the individual has or wants, and does not pose a direct threat to the health or safety of themselves or other individuals in the workplace.
- An individual who requests reasonable accommodations that will allow the individual to practice their religion.

For more information regarding rights on Pregnancy in the Workplace, download the Illinois Department of Human Rights fact sheet at [www.illinois.gov/dhr](http://www.illinois.gov/dhr), or refer to the posted "Pregnancy Rights Notice."

## Nursing Mothers

The Library will provide a reasonable break time for an employee to express breast milk for a nursing child for one (1) year after the child's birth each time the employee has the need to express the milk. This break time shall be paid and shall run concurrently with other paid breaks. When possible, the break time should be arranged with the employee's Manager.

The Library will provide a place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by the employee to express breast milk.

## Conflict of Interest

The Library takes great pride in maintaining high standards of business ethics, integrity, and treating all people with the utmost professionalism. The Library is committed to conducting daily business activities that foster a healthy work environment for its employees and a fair and honest relationship with our patrons, vendors and other visitors. The Library strives to conduct business in ways that bring credit to us as an organization and as individuals.

All employees of the Library are expected to conduct business in a legal, ethical, and professional manner at all times. Employees should avoid situations that pose, or appear to pose, a conflict of interest. Activities, actions, or business interests which may jeopardize or overlap with the interests or business activities of Library are a potential basis for conflict and are prohibited. The Library's patrons,

suppliers, vendors, and employees have the right to expect that the Library will conduct its business in an honest and equitable manner. The Library, therefore, needs to have a constant, sincere commitment to the highest ethical standards.

If an employee has any concerns about whether a conflict of interest exists, or how to deal with one, speak to the Human Resources Manager or the Director.

Employees should never place themselves or the Library in a position of obligation to another organization or individual. Employees are prohibited from accepting from any patron, supplier, or vendor any gift or benefit without prior approval from the Business Manager or Director and are prohibited from accepting any other consideration if there is an expectation of resulting favorable treatment. This rule applies to gifts of cash, products, services, food and beverages, entertainment, and all other items of value, regardless of how they are received.

The Library requires that all outside employment, outside directorships, and business interests which might create a conflict of interest or the appearance of a conflict of interest, be disclosed to the Human Resources Manager or the Director.

In general, the Library does not object if employees wish to engage in part-time employment or professional activities outside of their regular work schedule, as long as such employment does not interfere with their job performance, affect attendance, prevent employees from working overtime, involve the use of the Library's equipment, tools or other resources, or otherwise conflict or compete with the Library's best interests. The Library employees are, of course, prohibited from engaging in outside activities that are competitive to the products and services offered by the Library.

Employees should notify the Human Resources Manager or the Director immediately regarding any potential conflicts of interest they may have. Moreover, employees are expected to report any violations or suspected conflicts of interest to the Human Resources Manager or the Director. If the Library determines that outside employment interferes with the employee's performance or creates an actual or apparent conflict of interest, the employee may be asked to terminate the outside employment.

### Employment of Relatives

The Library shall not employ immediate family members or romantic partners of supervisory staff, Managers, the Director, Trustees, Foundation Board members, Golden Prairie Public Library District Board members, or City Officials. The Library shall not employ immediate family members of current employees to work in the same department. For purposes of this policy, an immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, as well as immediate family members of the employee's spouse and the immediate stepfamily of the employee or their spouse.

Current employees who marry or establish close personal or romantic relationships may continue employment as long as they are not in a supervisory/subordinate working relationship and no other interference with the Library's operations is likely to occur. Employees must inform the Human Resources Manager if they enter into a familial or close personal or romantic relationship to ensure that no actual or perceived conflict of interest is present. If such conditions should occur, attempts may be made to find a suitable position within the Library to which one of the employees may transfer. If



accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

## Personnel Files

Bargaining Unit employees shall refer to Article 18 of the Union Contract for applicable terms and conditions relating to personnel files.

Personnel files are the property of the Library, and access to the information they contain is restricted. Generally, only officials and representatives of the Library who have a legitimate reason to review information in a file are allowed to do so. The official personnel record shall be maintained at the Library.

With reasonable advance notice and a written request to the Human Resources Manager, an employee may review and copy material in their personnel file at least two times per calendar year, but only in Library's offices and in the presence of the individual appointed by the Library to maintain the file. The personnel record shall be made available to an employee during regular business hours within seven (7) working days of their written request. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file.

Employees may contribute documents to their record that relate to their performance and accomplishments. If an employee disagrees with the information contained in the personnel record, it may be modified or removed by mutual agreement. If the Library and the employee are unable to mutually agree to the correction, the employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

Certain records, such as reference checks, are not available for inspection. The Library shall comply with all applicable laws relating to personnel files, including, without limitations, laws regarding disclosure to third parties.

## Chapter 3 - Professional Conduct and Workplace Information

### Conduct and Work Rules

As integral members of the Library's team, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times.

The following is a list of behaviors that could result in disciplinary action, up to and including termination. Be aware that this list is not intended to be "all inclusive," and that other behaviors may, at the Library's discretion, also result in disciplinary action, up to and including termination. Establishment of these standards of conduct does not alter the employment-at-will relationship. Employees should seek further clarification from their Manager on issues related to conduct if they do not understand a particular rule or are uncertain regarding a particular behavior.

### Breaches of Conduct

- Violation of any Library policies.

- Falsifying an employment application, time sheet, expense report, personnel record, or other documents or records of the Library.
- Theft of Library, patron, or employee property.
- Possession, distribution or use of weapons or explosives on the premises of the Library, which has prohibited the possession of weapons on its premises in accordance with the Illinois Firearm Concealed Carry Act.
- Fighting or other disorderly conduct.
- Threatening, intimidating, coercing, or using abusive or vulgar language towards other employees or patrons.
- Interfering with the performance of other employees.
- Insubordination or failure to perform reasonable duties that are assigned.
- Unauthorized or inappropriate use of material, time, equipment, or property of the Library or a patron.
- Damaging or destroying Library, employee, or patron property through careless or willful acts.
- Performance that does not meet the requirements for the position.
- Negligence in observing fire prevention and safety rules.
- Abuse or negligence of Library security or confidential materials.
- Installing unauthorized or illegal copies of software on Library-owned computer.
- Revealing any confidential, proprietary information to any person who is not authorized to receive it and/or who does not need to know it.
- Repeated tardiness or absence; failure to report for work without a satisfactory reason; abuse of leave privileges.
- Violation of Library's drug/alcohol policy.
- Unauthorized access to confidential records and information, including both Library and patron information.
- Failure or refusal to cooperate with Library audits or investigations.
- Rudeness and other inappropriate behavior towards patrons.
- Violations of applicable local, state, or federal law.
- Any behavior that results in an employee not performing their job, including sleeping on the job.
- Engaging in such other practices as the Library determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the Library, its employees, or its patrons.

## Dress Code

### Support Services Employees

Bargaining Unit custodians shall refer to Article 15 of the Union Contract for applicable terms and conditions relating to uniforms.

### Personal Appearance and Image at Bloomington Public Library

Employees are the face of the Library; therefore, while at work or performing work on behalf of the Library, employees and their clothing should be neat, clean, free of stains, free of rips/tears, and should maintain appropriate hygiene standards. Employees must ensure that their appearance matches the tasks they are completing.



Business casual attire is the required work attire for employees of the Bloomington Public Library. Using the following guidelines, employees are asked to use their best judgment in considering what is and what is not appropriate attire. If an employee is unsure as to whether a particular item of clothing or accessory is appropriate, they should consult with their Manager prior to wearing such an item. If an employee requires an accommodation to this policy, they should contact the Human Resources Manager.

### General Guidelines

The following are guidelines to help define business casual attire. This does not intend to be an all-encompassing list of attire that is not acceptable and exceptions to this will be handled on a case-by-case basis.

Business casual attire **does not** include items such as:

- Sweatpants, leggings/pants/shirts that are sheertransparent, bib overalls, shorts, skirts shorter than 4 inches above the knee, hooded shirts, halter tops, tube tops, tank tops with less than 2-inch straps,
- Clothing, buttons/pins, and face masks with logos, images, text, etc. on the front or back, except for those designed to promote the Library, Library programs, or reading related topics
- Rubber Flip-flops or house slippers.
- Clothing that reveals stomachs, undergarments, too much of back or chest areas.
- Hats, caps, and bandanas.
  - Headwraps, scarves, religious head coverings, and medically necessary head coverings are allowed.
- Strong-smelling substances, perfumes, aftershaves, colognes.
  - Potpourri or other such substances are not allowed in workspaces for the health and safety of our employees with chemical sensitivities.

Managers may provide more specific guidelines for their department.

Minor violations may result in the employee being asked not to wear the specific type of item in the future. Serious violations may result in the employee being sent home, without pay, to change clothes and return to work. As an option for unpaid time off, with approval of the manager, the employee may use leave time or flex time. Repeated violations may be grounds for additional discipline, up to and including termination.

### Nametags

- Employees are expected to wear their library issued nametag during work hours. The nametag should be worn on a library issued lanyard or clipped/pinned the lapel area.
- Employees who lose their nametags will be charged a \$6 replacement fee. Employees who lose their lanyards will be charged a \$4 replacement fee. There is no charge for the replacement of nametags or lanyards that are returned to the Human Resources Manager due to wear and tear damage.

## Technology

### Biometric Information

The City of Bloomington, on behalf of the Library, will be utilizing biometric information for purposes of employee timekeeping and access to employee information on the time clocks. All employees may be required to allow use of biometric data. If an employee has a concern about the use of biometric data, they should talk to the Human Resources Manager. The Definition of "Biometric Identifier" is a fingerprint and the "Biometric Information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

This program and the information collected and created as part of the program will be used only for the intended purposes laid out herein. In the event that the City begins collecting and/or utilizing biometric data for any additional purposes, this policy will be updated.

For Time and Attendance purposes, employees shall be enrolled in the biometric system. New employees shall be enrolled upon their hire. Employees' fingerprints will be scanned to create encoded biometric information for use in the biometric program. The time clocks will scan the employee's finger and will convert it into a mathematical representation creating a finger scan template, which will be stored in an encoded format. As a result, it is not possible to reproduce the original image.

The City will protect its employees' biometric information from release to anyone outside the City and its provider. The biometric information is encoded and through other techniques will be protected. Such biometric information is exempted from disclosure under FOIA as private information as defined under 5 ILCS 140/2(c-5) and 5 ILCS 140/7(b).

### Security Cameras

In order to ensure the safety and security of employees, patrons, guests, and Library property, the Library maintains security cameras throughout the facility. Policies governing the security cameras are found in the Bloomington Public Library Policies Manual.

### Use of Information Systems

This policy governs employee use of the Library's computers, networks, communications systems, phone systems, Internet, and other IT resources (collectively "information systems"). All such information systems, and all communications and stored information transmitted through, received on, accessed on, or contained in the Library's information systems are Library property and are to be used primarily for job-related purposes during working time. To ensure the proper use of information systems and business equipment, designated Library employees may monitor the use of these systems and equipment and review or inspect all material stored on them from time to time. No communications are guaranteed to be private or confidential. When using the Library's information systems, employees should note the following:

- The primary purpose of technology resources is to conduct official Library business. Employees may occasionally use the technology resources for individual purposes on their own personal time (e.g., breaks & meal periods), if such use does not interfere with BPL business, violate patron confidentiality, or violate the terms and conditions of this policy.



- Excessive personal use of information systems or distribution of personal messages by employees is prohibited. Personal software or messages shall not be installed or stored on the Library's information systems unless prior approval is obtained.
- In order to maintain network and information security, the sharing or misuse of passwords is prohibited. Employees are responsible for protecting the confidentiality of their password(s). Passwords should not be written down or left in places that they are accessible to others.
- The use of personal passwords, assigned to or selected by the employee, is not grounds for an employee to claim privacy rights in the information systems or any data or content stored therein. Employees may be required to disclose passwords or codes to designated Library employees to allow access to the systems. The Library reserves the right to override personal passwords.
- Employees are prohibited from using codes, accessing files, or retrieving any stored communication without prior authorization.
- Employees are prohibited from bringing unauthorized electronic equipment to work to use with Library-provided information systems and from accessing the Library systems with their devices without explicit permission from the IT Manager. Such prohibited equipment includes but is not limited to any type of external computer drives, such as flash drives, to save information from computer drives, and personal laptops and other wireless communications devices. Using such unauthorized equipment with Library-provided information systems and/or accessing Library information systems without permission is considered to be theft of Library's intellectual property.
- The Library's prohibition against sexual, racial, and other forms of harassment is extended to include the use of the Library's information systems. Harassing, vulgar, obscene, or threatening communications are strictly prohibited, as are sexually oriented messages or images. Employees who receive email or other information on their computers which they believe violate this policy should immediately report this activity to their Manager or the Human Resources Manager.
- Sexually explicit or otherwise generally considered inappropriate materials are not allowed. If an employee accidentally connects to a site that has offensive (sexually explicit or otherwise generally considered inappropriate) material, he/she must disconnect from that site immediately.
- All printing and photocopying for personal use must be paid for in Administration.
- Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by email, facsimiles, etc.
- Employees must respect all laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Library's own copyrights, trademarks, and brands.
- Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an employee or the Library. Therefore, employees should be cautious and use the systems only in the appropriate manner and consult with designated library employees to guarantee that information is legally eligible for deletion and if so, is truly eliminated.
- In the unlikely event that an employee needs to make a personal long-distance phone call or personal long-distance fax on the Library's phone/equipment, they must inform the Business

Manager of the date and time the call was made. If the library is charged for long distance calls, this may be charged back to the employee when the bill is received.

- Employees may have their personal cell phone accessible, but it must be on silent or vibrate. Employees must limit any personal usage, including texting, to their breaks or lunch hour. Exceptions may be made in case of an emergency, but if an employee is at a public service desk, the employee should notify another employee and step away.
- Personal headphones/earbuds should not be worn in public areas, during open hours, at public service desks or when performing a duty with the intention of interacting with patrons (ex. greeting program participants). Staff may wear an earbud in one ear in other public areas as long as the staff member remains alert to their surroundings and is able assist patrons when necessary. Each Manager may determine headphone/earbud usage guidelines for staff areas and when the building is not open to the public. Each Manager may determine headphone/earbud usage guidelines for staff areas.
- Violation of this policy can result in discipline, up to and including termination.

The use of technology resources is a privilege, not a right, and the Library may revoke this privilege at any time for misuse. Inappropriate uses of Library resources may result in discipline up to and including termination. Suspected illegal acts involving technology resources, including but not limited to theft, may be reported to local, state, and federal authorities, and may result in prosecution by those authorities. Any questions concerning the appropriate use of any of the technology resources or relevant Library policies should be referred to the Director.

### Use of Social Media

Social media is defined as: blogs, other types of self-published online journals, and collaborative Web-based discussion forums including, but not limited to, LinkedIn, Facebook, Instagram, Pinterest, and Twitter.

### General Rules and Guidelines

The following rules and guidelines apply to the use of social media at any time, regardless of whether such use is personal or on behalf of the Library, or during working or non-working time. (Using the Library's equipment to access social media sites is also governed by the Use of Information Systems Policy. Employees should also refer to this policy before accessing such sites via the Library's equipment). These rules and guidelines apply to all employees.

- Employees are prohibited from discussing confidential Library matters through the use of social media, such as the Library's trade secrets, marketing lists, customer account information, strategic business plans, customer lists, confidential Library financial information, business contracts, and other proprietary and nonpublic Library information. See the Confidentiality Policy for more information.
- Employees cannot use social media to harass, threaten, bully, or discriminate against co-workers, managers, patrons, clients, vendors or suppliers, any organizations associated or doing business with the Library, or any members of the public, including website visitors who post comments. The Library's anti-harassment and EEO policies apply to use of social media.
- Employees should respect all copyright and other intellectual property laws. For the Library's protection, as well as the employee's, it is critical that proper respect is shown for



all the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Library's own copyrights, trademarks, and brands.

- This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours, and working conditions with co-workers.

### Use of Library-Sponsored Social Media

Library-sponsored social media is used to convey information about the Library's facilities and services, advise the public about upcoming events, obtain customer feedback, exchange ideas or trade insights about industry trends, reach out to potential new markets, issue or respond to breaking news, and brainstorm with employees and patrons.

All such Library-related social media is subject to the following rules and guidelines, in addition to the rules and guidelines set forth in the Use of Social Media section:

- Only employees designated and authorized by the Marketing Manager can prepare content for or delete, edit, or otherwise modify content on Library-sponsored social media. These employees are responsible for ensuring that the Library-sponsored social media conforms to all applicable Library rules and guidelines. ~~They are also authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates the Library's EEO and/or anti-harassment policies.~~
- Library-sponsored social media accounts are owned by the Library. Any employees who create such accounts or are provided access to such accounts do not obtain ownership rights to such accounts or any content contained in them. Employees who create or are provided access to Library-sponsored social media accounts must provide the Library with access to such accounts immediately upon the Library's request and must transfer "manager" or "owner" status (as defined by the particular social media site) upon the Library's request.

### Use of Personal Social Media

The following rules and guidelines, in addition to the rules and guidelines set forth in the Use of Social Media section and the Use of Library-Sponsored Social Media, apply to employee use of social media on the employee's personal time.

- Employees who utilize social media and choose to identify themselves as employees of the Library may not represent themselves as spokespeople for the Library. Accordingly, employees are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that their views are their own and not those of their Employer or of any person or organization affiliated or doing business with their Employer.
- Employees may not advertise or sell Library products or services through personal social media platforms.

## Library Monitoring of Social Media

The Library reserves the right to monitor employees' public use of social media, including but not limited to statements or comments posted on the Internet, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums.

Employees should have no expectation of privacy while using Library equipment and facilities for any purpose, including the use of social media. The Library reserves the right to monitor, review, and block content that violates the Library's rules and guidelines.

## Violations of Social Media Policies

The Library will investigate all reports of violations of the Library's rules, guidelines, or policies. Employees are urged to report any violations of this policy to the Human Resource Manager. A violation of the Social Media policies may result in discipline up to and including termination.

## Workplace Searches

The Library reserves the right to conduct searches of Library property and items on Library facilities, vehicles, and premises. Searches will be based on reasonable suspicion of a violation of Library policies or a specific issue with the area and can be conducted to the fullest extent permitted by law.

There is no general or specific expectation of privacy in the workplace either on Library premises, in Library facilities, or in Library vehicles. If an employee uses a locker or other storage area at work, including a locking desk, combination locker, locking file drawer or cabinet, the Library will be given a master key or combination to the lock. If an employee fails or refuses to provide the requisite key or combination, the Library may remove the lock by whatever means necessary to conduct the search. The Library shall not be responsible for damage done to said locking devices.

If there is not a time sensitive or safety issue, Library management will allow the employee to be present and/or for bargaining unit members to request the presence of a union representative during the search.

All employees of the Library are subject to this policy. Employees are expected to cooperate with the Library's workplace searches.

At all times, Library items remain the property of the Library.

## Library Expenses

The Business Manager is responsible for the administration of the following Library Expense policies. If there are any questions about these policies, please contact the Business Manager.

## Library Issued Procurement cards (P-cards)

Procurement cards (P-cards) are essentially credit cards and are issued to employees who are responsible for making purchases or paying bills on behalf of the Library.

Employees may only use their Library P-card to incur expenses that are allowable under this policy, that follow the Library's Purchasing Policies, and the City policies and guidelines for P-cards.

P-cards are not to be used for personal purchases under any circumstances.

Use of a Library P-card is a privilege and may be withdrawn at any time.



## Allowable Expenses

The preferred method of payment for Library expenses is the Library-issued P-card or a direct invoice to the Library. If the employee does not have a Library-issued P-card, it is the Library's practice to reimburse employees for reasonable and necessary expenses incurred during the period they are employed by the Library in connection with travel and other business on behalf of the Library, subject to the guidelines and procedures set out in this policy. The specific types of expenses that may be reimbursed and procedures for requesting reimbursement are set out below. Employees must obtain advance written approval from their Manager and receipts or other appropriate substantiating documentation for all travel and other business expenses incurred.

Regardless of the payment method, the employee must submit all receipts, including itemized meal receipts, as soon as possible, no later than two weeks from the date of the expense or the return from business travel. (To ensure the employee gets an itemized receipt, they should notify the server that an itemized receipt is needed.)

Other than in emergency situations, individuals not attending a scheduled and prepaid event may be required to reimburse all cancellation costs and expenses incurred by the Library.

The Library will generally only allow expenses that meet the substantiation requirements set out below. Expenses not addressed in this policy, such as childcare costs and personal entertainment, are not allowed nor reimbursable. Furthermore, voluntarily incurred expenses, such as an employee's expenses related to working from home (which is offered as a benefit to the employee), are not allowed nor reimbursable.

## Taxes

The Library is exempt from paying taxes in most cases. Employees traveling or making purchases from suppliers must provide the vendor with the appropriate exemption certificate to avoid paying taxes on exempt purchases. The Library will not pay or reimburse any taxes charged for purchases that should have been exempt.

## Expense Reimbursement Requests

Employees must receive written pre-approval from their managers prior to incurring any expenses on the Library's behalf. Employees will generally not be reimbursed for expenses incurred without prior written approval and may not be reimbursed for such expenses beyond the pre-approved amount if the employee's expense exceeds the amount for which the employee received written pre-approval.

Upon obtaining written prior approval, employees may request reimbursement for business-related expenses incurred in accordance with this policy by completing an expense reimbursement form and submitting the completed form, including all receipts and appropriate substantiating documentation as required by this policy, to the Business Manager. All expense reimbursement forms must be signed and verified by both the employee and the employee's Manager. Expense reimbursement forms are available on the Library's intranet in the Forms section.

If a receipt or other substantiating documentation is not available, the employee must submit a written explanation of why the documentation cannot be provided. The Director or Business Manager will evaluate the explanation and determine whether the expense is reimbursable.

Employees must submit expense reimbursement forms to the Business Manager within two weeks of incurring the expense.

The Business Manager will verify that expenses are permissible and that documentation is adequate and accurate. The Library reserves the right to refuse any expense reimbursement request that is inaccurate, does not include the appropriate substantiating documentation, is submitted late, or otherwise fails to fully comply with the Library's policy, as determined by the Director or the Business Manager. Expense reimbursement forms may be subject to audit by the Library or by government agencies.

#### [Return of Excess Reimbursements](#)

If an employee receives an excess reimbursement, the employee must report and return any excess amounts within two weeks unless other arrangements are made with the Business Manager.

#### [Expense Reimbursement Payment](#)

##### [Payment Date](#)

The Library will reimburse an employee for reimbursable expenses promptly following the date on which the employee submits a complete expense reimbursement form that includes all required approvals and substantiating documentation, but in any event no later than December 31 of the calendar year following the calendar year in which the expense is incurred.

#### [Section 409A of the Internal Revenue Code](#)

Reimbursements under this policy are intended to comply with Code Section 409A and applicable guidance issued thereunder or an exemption from the application of Section 409A.

Accordingly, all provisions of this policy shall be construed and administered in accordance with Section 409A. The amount of reimbursements provided under this policy in any calendar year shall not affect the amount of reimbursements provided during any other calendar year and the right to reimbursements hereunder cannot be liquidated or exchanged for any other benefit.

Notwithstanding any provision of this policy, the Library shall not be liable to any employee for any taxes or penalties imposed under Section 409A on any reimbursements hereunder.

#### [Professional Development Expenses](#)

The Library will pay for the cost of attending professional development events, including registration fees, after the Business Manager confirms that the Professional Development Request has been approved.

Registrations should be made in time to ensure that the Library receives the best rates possible. Employees will be responsible for any additional costs incurred by registering after early bird deadlines. Exceptions will be made only with the Director's approval.

Professional Development registration fees and other similar expenses should be paid directly by the Library in advance of the event but may be reimbursed following the event if prior payment by the Library is not possible.

Elective activities, such as tours, recreational activities and entertainment, that the employee desires to participate in, which are considered additional to the registration fee, will be the responsibility of the employee.



## Travel Expenses

The Library will generally pay for business travel expenses incurred in accordance with the guidelines set out below. Reservations and purchases should be made in time to ensure that the Library receives the best rates possible.

### Transportation

Employees should always use the lowest-priced transportation option that is reasonably available. Consideration should be given to the amount of time away from the library, cost of transportation, and additional cost of hotel accommodations and meals that might be necessary. (For example, if an employee is traveling to a remote location and the least expensive way to travel is to fly and pay for transportation from the airport to the location, but the employee chooses to drive their personal vehicle thus incurring mileage and extra hotel/meal costs, the library will reimburse the employee only for the amount that would have been incurred by flying.) If the least expensive airfare would cause a layover of an additional day, the additional day of travel will be granted, if after considering all expenses, including meals, hotel, and a day's salary, the total of the travel expenses is the least expensive method.

As a general rule, for more than a one-day drive, the recommended travel mode is to fly. For less than a one-day drive, ground transportation is recommended.

### Air Transportation

Employees must travel on the lowest-priced coach airfare available, taking into consideration preferred airports, preferred arrival and departure times, connection times, and other restrictions, including cancellation and change fees.

### Baggage Fees

Charges for checked baggage are allowable in each of the following circumstances:

- The employee is transporting materials belonging to the Library.
- The employee is traveling for longer than 3 days.
- The cost was included on the Professional Development Request form and approved in advance of the flight.

### Automobile Transportation and Parking

When more than one employee from BPL attends an event within driving distance, carpooling is encouraged. If the employee chooses not to carpool with another employee attending from BPL, they will be responsible for their own transportation expenses.

Library-owned vehicles may only be driven by employees who have submitted their Drivers' License to the Business Manager. When traveling outside of McLean County, employees must email their Manager with a list of all vehicle occupants prior to departure.

### Personal Vehicles

If a personal vehicle is used, mileage reimbursement shall not exceed the current allowable rate per mile as set by the Internal Revenue Service. When using a personal vehicle, recording of the beginning and ending odometer readings is recommended, but not required. The reimbursement will be allowed from the employee's regular workplace unless leaving from personal residence causes the trip to be shorter in distance. If using a personal vehicle, the vehicle must be insured by the minimum required in the Illinois

Vehicle Code, and the Bloomington Public Library Travel Reimbursement Form must be completed after the travel has occurred and returned to the Business Manager for reimbursement.

Tolls and reasonable parking fees are also reimbursable. However, the Library will not reimburse employees for expenses not necessary for business purposes, such as:

- Parking tickets.
- Vehicle repairs and maintenance.
- Fines for moving violations.
- Vehicle towing charges.

#### *Rental Cars*

If use of a rental car is required for business purposes, the Library will pay for the reasonable cost of the rental car, gasoline, tolls, and parking fees. Employees must reserve an economy or standard-sized vehicle. Upgrades to full-size vehicles are permissible only with advance approval by the Business Manager and if required due to the number of passengers.

The Library's insurance will cover both the employee and the vehicle when a vehicle is rented for business purposes. Accordingly, employees should not purchase additional insurance coverage from the rental car agency.

#### *Ground Transportation*

The Library will pay for ordinary and reasonably priced ground transportation, including buses, shuttles, taxis, and car services to and from airports or railroad stations and between the employee's hotel and other business-related locations.

#### *Rail Transportation*

Employees are expected to choose the lowest, most reasonable fare available, taking into account preferred arrival and departure times, applicable connection times, and other restrictions, including cancellation and change fees. The Library will pay for penalties and other charges for cancellations or changes that follow the rules applicable to air transportation, as set out above.

#### *Hotels and Lodging*

The Library will pay for the cost of standard accommodations in a reasonably priced hotel for overnight stays during business trips.

~~The Library encourages room sharing when more than one employee from BPL attends an event. If the employee chooses not to share a room with another employee attending from BPL, they will be responsible for ½ of the cost for the room. If there is only one employee attending from BPL, the employee is encouraged to find a friend/colleague from another library to help share the cost of the room. If the employee cannot find a "buddy", the library will pay the cost of the single room. If an employee has a concern about sharing a room, they should ask the Director. If sharing a room with a family member or friend, the library expects the family/friend to pay ½ of the room charge.~~

Late/early check-out/in fees will be the responsibility of the employee, unless approved by the Director. If luggage storage costs are incurred, they will be paid by the Library.

Employees with lodging expenses must submit an itemized hotel receipt or statement which indicates that full payment has been made and contains:



- The name and location of the hotel or other lodging.
- The date or dates of the employee's stay.
- Separately stated charges for lodging, meals, telephone, and other expenses.

The Library will pay room cancellation fees for guaranteed room reservations only in extenuating circumstances, as determined by the Director or Business Manager.

The Library will not pay for entertainment expenses, such as, but not limited to, movie rentals or games.

### Meals

The Library will pay for the reasonable cost of an employee's meals while on overnight travel or where an employee is away from Bloomington-Normal during what is reasonably considered a mealtime. Meal expenses, including tips, will only be allowed for the lesser of the actual expense or the maximum per diem rate.

The maximum per diem rate for meals for large metropolitan areas is:

- Breakfast -\$13.00.
- Lunch -\$20.00.
- Dinner -\$38.00.

The maximum per diem rate for meals for small, more rural areas is:

- Breakfast -\$10.00.
- Lunch -\$15.00.
- Dinner -\$31.00.

Tips may be paid for by the Library but alcoholic beverages will not be paid for by the Library. It is generally recommended to leave a 15-20% tip. An additional meal reimbursement/per diem shall not be given for meals included in the cost of registration.

### Communications

When an employee is traveling on library business, the Library will pay for the reasonable costs of library-related:

- Phone calls.
- Internet service fees.
- Faxes.

Employees must present receipts and other substantiating documentation itemizing costs and identifying the parties contacted.

### Confidentiality

All employees must abide by the Illinois Library Records Confidentiality Act (75 ILCS 70/1 through 70/2) and safeguard confidential information obtained as a result of working for the Library. This confidential information includes trade secrets, information regarding business plans and methods, customer lists, customer personal information (including but not limited to customer bank account numbers, credit card information, addresses, phone numbers, and email addresses), customer histories and preferences, strategic business plans, business contracts, financial plans, investments, operating and marketing

information and procedures, pricing information, product cost information, new product plans, research and development, mailing lists, mailing list strategies, and private personal information concerning the Library's employees.

All requests for Library records and information, should be forward to the Director and/or the Library's Freedom of Information Act (FOIA) Officer as access to confidential information should be on a "need to know" basis and must be authorized by the Director and/or the Library's FOIA Officer. Unauthorized use or disclosure of any confidential information will cause irreparable harm to the Library. The Library may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek the assistance of a supervisor prior to disclosing such information.

Employees should use reasonable security measures with respect to confidential information, including but not limited to the following:

- Confidential information should not be disclosed to any third party except upon the Library's prior written approval.
- No copies should be made of any confidential information except to promote the purposes of the employee's work for the Library.
- Employees should not use confidential information for their own benefit, nor for the benefit of any third party, without the Library's prior written approval.

#### Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing

- Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

All confidential information shall remain the sole property of the Library, and all copies must be returned to the Library upon termination of employment or upon demand at any other time.

#### Performance Reviews

##### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 17 of the Union Contract for additional applicable terms and conditions relating to performance reviews.



### Informal Performance Meetings

Periodic informal performance meetings between the employee and the Director and/or Manager to discuss and coach work performance, job satisfaction, work-related problems, and the work environment are encouraged.

### Written Performance Reviews

Performance reviews are a two-way process, conducted to provide both managers and employees the opportunity to discuss tasks, identify areas of improvement, recognize areas of strength and weakness, and discuss positive approaches for meeting expectations and goals. Employees may request a written performance review from their Manager if they have not received one in more than 12 months. The written document will be placed in the employee's file.

### Poor Performance Reviews

Multiple poor performance reviews may result in discipline, up to and including termination.

### Discipline

#### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 7 of the Union Contract for additional applicable terms and conditions relating to discipline and termination.

#### Disciplinary Action

Employees who violate any Library policy, or who otherwise fail to meet the expectations of the Library, their department, or their Manager may be subject to discipline. The Library will take whatever disciplinary measures it deems appropriate to deal with a particular situation.

The Library may find it necessary to investigate an alleged infraction for which an employee may face disciplinary action, up to and including termination. In this case, the Library may suspend the employee, with or without pay, pending the investigation. The objective of this suspension will be to determine whether an infraction occurred and/or the level of disciplinary action is appropriate. Following the investigation, if the Library decides not to terminate the employee, the employee will be reinstated with or without pay, depending on the circumstances.

An employee charged with a criminal offense may be suspended without pay pending the outcome of the hearing. If the employee is cleared by investigation, restitution of unpaid salary will be made.

Employees who feel that they have been disciplined unfairly are encouraged to first discuss the matter with their Manager. If this does not result in a satisfactory resolution, employees may discuss the matter with the Human Resources Manager.

### Separation of Employment

Service will be terminated when an employee voluntarily resigns or is involuntarily terminated.

Employees must return all Library issued equipment, keys, and other Library property to their Manager or the Human Resources Manager prior to their departure from Library employment. Employees who fail to return Library property may be billed for any unreturned items and/or face criminal charges.

### Resignations

Employees should submit resignations in writing to their Manager. Employees are encouraged to provide four weeks' notice for management positions and librarians, and two weeks' notice for all other positions to facilitate a smooth transition out of the Library. The Director may request that the Human Resources Manager conduct an exit interview with a resigning employee.

### Retirement

Employees retiring from the Library should contact Human Resources up to six (6) months prior to their anticipated retirement date to discuss retirement benefits and payouts. A written retirement statement should also be submitted in writing to their Manager.

### Job Abandonment

Any employee who is absent from work for three (3) consecutive scheduled workdays without contacting their Manager may be regarded as having resigned their position and such resignation will be automatically accepted.

### Involuntary Terminations

Involuntary termination for incompetence, insubordination, inability to perform the required tasks, or any other violation of Library policies, practices, and/or procedures may be made by the Director if it is deemed to be in the best interest of the Library.

If termination is required, employees shall receive a written notice of termination. The employee may be asked to leave the Library immediately.

## Chapter 4 - Safety and Security

Establishment and maintenance of a safe work environment are shared responsibilities of the Library and employees from all levels of the Library. The Library will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities.

Employees have an absolute obligation to immediately report any unsafe conditions to their supervisor. Not only supervisors, but employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible. The Library will not retaliate against an employee who comes forth with a safety recommendation or refuses to operate any equipment or work in an area they reasonably feel is unsafe.

### Reporting on the Job Injuries

All accidents, especially those that result in injury, must be reported immediately to the nearest available supervisor, regardless of how insignificant they may appear.

If an employee has an accident, sustains an injury, or becomes seriously ill, a Form 45 Employer's First Report of Injury or Illness will be filled out as soon as possible, no later than 3 days after the incident, by the employee or another employee or security officer witnessing the event, on behalf of the employee. The report will be given to the Business Manager or put in their mailbox if they are not at work at the time of the incident.



Such reports are necessary to comply with federal and state laws and initiate insurance and workers' compensation procedures. Failure to immediately report an accident may result in discipline, up to and including termination.

## Smoking

The Library is a smoke-free campus and employees are required to comply with the Library Policies relating to smoking while on Library premises.

## Drug and Alcohol-Free Workplace

The Library is committed to providing a safe, healthy, and productive workplace that is free from alcohol, cannabis, and illegal drugs as classified under applicable local, state, or federal laws, including, but not limited to, federal and state requirements relating to CDL Licenses. In furtherance of this commitment, the Library maintains a policy in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations.

Employees must abide by all of the provisions of this Policy (except that this Policy does not supersede rights established under the Union Contract).

## Definitions

### *Cannabis*

Includes all forms of cannabis or marijuana, including both recreational and medical cannabis and marijuana.

### *Library Premises*

Includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the Library.

### *Illegal Drugs*

Means substances (1) that are illegal under state or federal law; or (2) whose use or possession is controlled by federal or state law but are not being used or possessed under the supervision of a licensed health care professional. This definition includes, but is not limited to, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates, but, for purposes of this policy only, does not include cannabis.

### *Refuse to Consent/Cooperate*

Means, but not limited to, obstructing the collection process, submitting an altered, adulterated or substitute sample, or failing to promptly provide specimen(s) for testing when directed.

### *Under the Influence of Alcohol*

Means an alcohol concentration of .04 or more, or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

### *Under the Influence of Cannabis*

Means actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of cannabis use, which may or may not be accompanied with a confirmed positive test result.

### *Under the Influence of Illegal Drugs*

Means a confirmed positive test result for illegal drug use or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of illegal drug use.

### *Work Rules*

Whenever employees are working, operating Library vehicles, or present on Library premises, they are prohibited from:

- Use, possession, manufacture, distribution, dispensation, or sale of any illegal drugs, cannabis, or alcohol.
- Distributing, dispensing, or selling prescription drugs. This Policy does not prohibit employees from the lawful use and possession of prescribed medications, except that employees may not use or possess cannabis (even medical cannabis) on Library premises, while operating a Library vehicle, or while working. Employees are responsible for consulting with their doctors about a medication's effect on their ability to work safely, and promptly disclosing any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.
- Possession of illegal drugs, cannabis, or alcohol in a locker, desk, vehicle, or other repository on Library premises, or in Library supplied vehicles.
- Being under the influence of illegal drugs, cannabis, or a prescription drug without a valid prescription or contrary to the valid prescription (medical cannabis is not included as a prescription drug).
- Testing positive for illegal drugs or illegal drug masking agent.
- Switching or adulterating any sample submitted for testing or submitting a false sample for testing.
- Use, possession, sale, or distribution of alcohol, or being under the influence of alcohol, as defined in the substance abuse testing procedure.
- Refusing to consent to testing or refusing to submit a sample for testing when required by a Library representative.
- Being convicted under any Federal or State drug statute for a violation occurring in the workplace.
- Failing to comply with rules and regulations promulgated under any testing policy or procedure maintained by the Library.
- The abuse or misuse of legal drugs on Library premises, while engaged in Library business, in Library supplied vehicles, or during work hours.

The Library reserves the right to authorize the use of alcohol at Library sponsored employee events, which may be on or off Library premises. Only the Director can authorize the use of alcohol under this policy. Such consumption is only allowed if it does not adversely affect an employee's behavior or judgment and, if the employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle.



Employees may be authorized to entertain Library business contacts on behalf of the Library under certain circumstances and are allowed to use alcohol while traveling on Library business when appropriate.

Employees are expected to exercise reasonable judgment at all times including authorized use of alcohol and recognize they represent the Library. The Library accepts no responsibility for employees' use of alcohol.

### Notification of Drug Offense Convictions

Employees must notify the Human Resources Manager in writing as soon as possible, but no later than three (3) business days, of any criminal drug or alcohol conviction (including pleas of nolo contendere) for a violation occurring in the workplace. The Library will review the situation and will take appropriate disciplinary action, up to and including termination. The Library may require the employee to participate in a substance abuse program.

### Employee Assistance

The Library recognizes that a successful approach to problems related to substance abuse requires an interaction of treatment, education, counseling, assistance, and discipline. The Library maintains an Employee Assistance Program (EAP) which provides counseling and referral to appropriate treatment for employees who seek assistance for substance abuse and other personal/emotional problems. Employees are encouraged to request assistance through EAP. The following conditions apply to EAP assistance:

- Participation in the EAP is confidential.
- Coverage of treatment costs will be subject to individual employee medical benefit plans.
- Participation in the EAP does not relieve the employee from job requirements.
- Employees must voluntarily request assistance to seek help for alcohol or drug problems before becoming subject to discipline under this or other Library policies.
- Using the EAP will not be a defense to avoid disciplinary action for violations of this policy.

### Required Testing

- Reasonable Suspicion: Employees are subject to testing if a supervisor reasonably suspects them of using or being under the influence of alcohol, cannabis, or other drugs while they are working, on Library premises, or operating Library vehicles. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When reasonable suspicion to believe that an employee is impaired due to being under the influence exists, the Human Resources Manager shall be contacted to confirm that suspicion prior to any order to submit to drug/alcohol testing. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including termination. Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:
  - Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances.

- Information provided by an identifiable third party which is independently corroborated.
- Random: For persons with a CDL license, the Library is part of a small business pool administered by a third party. Names from this pool are randomly drawn four (4) times per year.
- Return to Duty and Follow-Up: Employees who have tested positive or violated this Policy, and who are not terminated or are reinstated, are subject to testing prior to being returned to duty. Follow-up testing at times and frequencies determined by the Library may also be required for up to three (3) years.

### Collection and Testing Procedures

Employees subject to alcohol testing shall be sent or driven to a Library-designated clinic and directed to provide breath specimens. Specimens shall be collected by trained technicians, using federally approved testing devices, which are regularly calibrated and capable of producing printed results that identify the employee. Positive or inconclusive breath tests or other indications that an employee may be under the influence may require the employee to be subjected to additional tests (urine or blood).

Applicants and employees subject to drug testing shall be sent or driven to a Library-designated clinic and directed to provide urine specimens. Applicants and employees may provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens. Collected specimens shall be sent to a federally certified laboratory and tested. There shall be a chain of custody from the time specimens are collected through testing and storage.

The laboratory shall transmit positive drug tests results to a doctor called a medical review officer ("MRO"), retained by the Library, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by lawful (under both federal and state law) prescribed medicines or other lawful substances. A medical marijuana/cannabis prescription or a claim that cannabis was used "off duty" is not a defense to a reasonable suspicion or post-accident test. Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.

### Consequences

- Employees who refuse to consent and/or cooperate in required tests, found to be under the influence of illegal drugs or who use, possess, buy, sell, manufacture, or dispense illegal drugs in violation of this Policy will be terminated.
- Employees found to be under the influence of cannabis or who possess or consume cannabis on Library premises, while operating a Library vehicle, or while working will be terminated.
- Unless aggravating circumstances are present, the first-time employees test positive for alcohol or possess, consume, or are under the influence of alcohol, they will be suspended and referred to the Library's Employee Assistance Program (EAP). Continued employment and/or reinstatement will be conditioned on cooperation with the EAP, successful completion of any prescribed treatment, passing follow-up tests and other appropriate conditions.



- Employees who test positive for alcohol more than once or otherwise violate this Policy's alcohol rules more than once will be terminated.

### Confidentiality

The Library strives to maintain confidentiality with respect to employee programs involving alcohol or drug use, consistent with legal, safety and security considerations and obligations. Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

This Policy is not a contract of employment and may be modified by the Library. To the extent non-employees, who are present on Library premises, engage or appear to have engaged in conduct that would violate this Policy if engaged in by an employee, such non-employees will be barred from Library premises.

### Driving Safety

Any employee who has driving responsibilities for the Library, be it using their own vehicle or using a motor vehicle owned by the Library, shall adhere to the following requirements:

- Must have and provide the Business Manager with proof of a current valid driver's license that is appropriate for the type of motor vehicle being driven and valid vehicle insurance.
- Must keep their Manager informed of any changes in the status of their driver's license and record, including expiration, suspension, or revocations.
- All motor vehicle accidents or violations which occur while an employee is carrying out the duties of their position must be reported immediately to the employee's Manager.
- Abide by all the current state's motor vehicle operation rules.
- Employees should notify their Manager if placed on a medication that will impair their driving ability or if there are other job restrictions.

If any of the above requirements are not met, they may result in the reassignment of the employee's driving responsibilities. If driving a motor vehicle constitutes an essential function of the employee's duties and responsibilities, the employee may be subject to termination, in the event the employee's ability to drive is restricted and they cannot perform the essential job duties.

### Workplace Violence

The Library is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Due to this concern, the Library has taken steps to help prevent incidents of violence from occurring at the Library. The Library expressly prohibits any acts or threats of violence by any employee, former employee, or any third party (including patrons, vendors, and visitors) both in the workplace or at any Library-related events. This includes threatening comments that are intended to be made in a joking manner.

In keeping with the spirit and intent of this policy, and to ensure that the Library's objectives in this regard are attained, it is the commitment of the Library:

- To provide a safe and healthful work environment.
- To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with patrons, former employees, or visitors to the Library's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, patrons, and visitors from bringing unauthorized firearms or other weapons onto Library premises in violation of the Illinois Firearm Concealed Carry Act.
- To establish viable security measures to ensure that the Library's facilities are safe and secure to the maximum extent possible and to properly handle access to Library facilities by the public, off-duty employees, and former employees.

All employees are responsible for maintaining a workplace that is free from threatening behavior and violence. Accordingly, each employee has a duty to report any threat, instance of harassment or offensive conduct, or violent act observed or experienced at work. In addition, any employee who has a reason to believe that a violent act may be committed on the worksite or against an individual related to the business in any way, must promptly report that belief or suspicion to the employee's immediate supervisor or the Human Resources Manager. No employee who in good faith either makes a report or participates in an investigation under this policy will experience retaliation of any kind.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that Library Management deems offensive or inappropriate will be subject to disciplinary action, up to and including termination.

Any employee who applies or obtains a protective or restraining order which lists Library premises as being protected areas should inform the Human Resources Manager. The Library may require the employee to provide a copy of the order.

### Personal Guests

~~Employees must sign all personal guests in and out in Administration before the guests enter/exit staff only areas.~~ Employees must remain with their personal guests the entire time the guests are in staff only areas and should limit this time to break and meal periods.

### Emergency Building Closing

The Director will be responsible for making the decision to close the Library due to inclement weather or other unforeseen circumstances. If the decision is made to close the Library prior to opening for business in the morning, an effort will be made to contact employees via phone, text, or e-mail.

If the decision to close the Library is made during the workday, the Director will contact each supervisor with the scheduled closing time to be communicated to employees.

In the event of an emergency closing, full-time employees are paid building emergency leave for all scheduled hours. However, if the Director declares an emergency closing with more than 24 hours' notice, the Library may adjust employees' schedules for the week.



In the event of an emergency closing, part-time and seasonal employees already at work will be paid building emergency leave through the end of their scheduled hours for that day. Part-time and seasonal employees not at work will be told not to report to work, are no longer considered to be scheduled and will not be paid building emergency leave.

Any employee who requests paid time off, chooses not to come to work, or leaves before the emergency closing begins, is no longer considered to be scheduled and will not be paid building emergency leave.

The Director has the ability to adapt these Emergency Building Closing Policies based on the duration and circumstances of the emergency.

## Chapter 5 - Scheduling, Payroll, Timekeeping, and Breaks

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 3 and 6 of the Union Contract for additional applicable terms and conditions relating to hours of work and wages.

### Compensation

All positions in the Library are grouped into classifications and pay ranges based on complexity and difficulty of duties, responsibilities, and qualifications required, including education, technical training, and experience. Nothing in this handbook is intended to be construed as a contract or promise of a set pay.

### Pay Deductions

It is the policy of the Library not to take any improper pay deductions that would be in violation of the Fair Labor Standards Act, its regulations (specifically Section 541.602(a)), or relevant state law or local ordinance.

Employees who believe their pay has been improperly deducted should report such improper deduction immediately to the Human Resources Manager. The complaint will be promptly investigated, and the results of the investigation will be reported to the complaining employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Director.

Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction is communicated to the Human Resources Manager.

### Workweek

The workweek for all employees is Sunday through Saturday. All full-time employees, other than support services employees, work a thirty-eight (38) hour week. The workweek of full-time Support Services employees consists of a forty (40) hour week. The workweek for the Director and Managers is thirty-eight (38) hours; however, the Director and the Managers are responsible for high quality service and/or production levels in their departments and are not restricted to a fixed number of hours per week.



## Overtime

In accordance with applicable law, non-exempt employees who work more than forty (40) hours in any work week, shall be compensated at one and one-half (1 ½) times their regular rate of pay for the hours worked that exceed 40 hours in a week. An employee may choose to receive overtime payment in the form of compensatory time at the rate of one and one-half (1 ½) times the overtime hours worked. Overtime must be pre-approved by the Manager and the Director.

Paid time off shall not be considered hours worked when calculating overtime.

## Scheduling

Work schedules are established by the Director and/or Manager to meet the needs of Library operations and may require that any and all employees work evenings, weekends, and split days. Work schedules will be posted in advance but are subject to change due to the Library's needs and/or unforeseen staffing shortages. All employees will be notified of such changes as much in advance as possible. It is the personal responsibility of each employee to be at their workstation and fully prepared to begin work at the time the scheduled work hours begin. Employees are not permitted to alter work hours without the permission of their Manager. "Altering work hours" includes arriving early and then leaving early and/or arriving late and staying late. Employees are not authorized to "trade hours" absent the permission of their Manager.

## Work Outside Scheduled Working Hours

Non-exempt employees are not expected to check Library email outside of their scheduled work hours. If an employee does conduct business, exclusive of shift scheduling, via Library email outside of their scheduled hours, they are required to report it to their manager to ensure they are properly compensated. Employees who fail to obtain prior approval for unscheduled work hours may be subject to disciplinary action.

## Breaks

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Manager, in a manner that ensures the Library's continued operational needs are met.

## Meal Periods

In accordance with applicable law, all employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of more than six (6) consecutive hours. The meal period should be taken in full and approximately midway in the shift. The meal period must be scheduled in a manner that ensures the Library's continued operational needs are met.

## Chapter 6 - Leaves and Approved Absences

For additional information on leaves in this section and/or other leaves that may be available, including, but not limited to leaves under the Illinois Victims' Economic Security and Safety Act (VESSA) and Illinois School Visitation Rights Act, employees should ask the Human Resources Manager.

## Holiday Leave

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 4 of the Union Contract for applicable terms and conditions relating to holidays.

### Holidays

The following days are recognized paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day (library will be open)
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day (library will be open)
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

### Holiday Pay Eligibility Requirements

Full-time employees shall be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

### Holiday Pay

Full-time employees will be paid their regular rate, for 8 hours, for holidays which occur on a day the employee is regularly scheduled to work. Holiday pay will not result in overtime pay.

When a holiday falls on a full-time employee's regularly scheduled day off or on a day when the library is open, they will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday. The exception is Martin Luther King, Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday. Floating Holidays are subject to Manager approval and must be taken at a time convenient to the employee's department and to the Library. Requests must be submitted before leave time has been taken.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis. Eligible part-time employees will receive holiday pay for the actual holiday, whether they are working that day or not; therefore, they are not eligible for floating holidays.

## Vacation Leave

The Director must approve any deviation from vacation leave policy in writing in advance.

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 5 of the Union Contract for applicable terms and conditions relating to accrual and eligibility for vacation time.

### ~~Vacation Eligibility Requirements~~

~~After the completion of a new employee's first six months, up to half (1/2) of the annual allotment of paid vacation may be taken. Any amount taken will be deducted from the amount awarded on the employee's first anniversary.~~

### Management

The Director and Managers are granted twenty-five (25) paid vacation days annually, beginning after the 1st year of employment. After the completion of a new employee~~manager~~'s first six months, up to half (1/2) of the annual allotment of paid vacation may be taken. Any amount taken will be deducted from the amount awarded on the employee~~manager~~'s first anniversary.

### Non-Bargaining Unit Full-Time Employees

Eligible non-bargaining unit employees are granted vacation on the anniversary of their start date, according to the following terms:

#### After 6 months, 40 hours (5 days)

After 1 year, ~~84~~0 hours (~~51~~0 days)

After 2 years, 88 hours (11 days)

After 3 years, 96 hours (12 days)

After 4 years, 104 hours (13 days)

After 5 years, 112 hours (14 days)

After 6 years, 120 hours (15 days)

After 7 years, 128 hours (16 days)

After 8 years, 136 hours (17 days)

After 9 years, 144 hours (18 days)

After 10 years, 152 hours (19 days)

After 11 years, 160 hours (20 days)

After 16 years, 176 hours (22 days)

After 20 years, 184 hours (23 days)

After 25 years, 200 hours (25 days)

### Part-Time Employees

Part-time employees, after two (2) years of continuous service, will accrue vacation according to the following terms:

Positions budgeted for 15 hours per week, 2.5 hours per month

Positions budgeted for 19 hours per week, 3.25 hours per month



### Vacation Carry-Over

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Director. Full-time employees may carry over up to but no more than ~~forty (40) hours~~ twenty-four (24) hours of vacation time annually. Part-time employees may carry over up to but no more than ~~twenty (20) hours~~ twelve (12) hours of vacation time annually. Except in extreme cases, ~~there will be no "carry over" of unused, earned vacation exceeding the amounts designated in this paragraph will be forfeited and, nor will employees will not be entitled to pay in lieu of time off. Written requests for carry over must be made to the Director sufficiently in advance of the annual vacation date.~~

### Vacation Scheduling

Vacation is an earned privilege and must be taken at a time convenient to the employee's department and to the Library. Vacations of one week or longer should be scheduled at least a month in advance if possible and must be approved by the Manager. When the absence of several employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority. Vacation requests must be submitted before leave time has been taken.

Vacation leave can be taken in fifteen (15) minute increments after the first half hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

### Vacation Rights in Case of Separation or Layoff

Accrued but unused vacation leave shall not be compensated by a cash settlement except upon separation of employment. In accordance with Illinois law, employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is permanently laid off.

### Sick Leave

An employee who is unable to report to work for a period of three consecutive days may be required to bring a certificate of treatment from a reputable physician licensed in the state where medical treatment was provided stating that they personally treated said employee for the sickness which kept employee from work and that the physician personally knew the employee was unable to perform the duties of their employment during the entire absence from work. In cases of inordinate use or possible abuse of sick time the three-day period can be waived, requiring the employee to bring certification for each day of missed work.

Taking sick leave under false pretenses is a violation of trust that is subject to disciplinary action, up to and including termination.

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 12 of the Union Contract for applicable terms and conditions relating to sick leave accrual, sick leave abuse, sick leave buy back, IMRF creditable service, and Retirement Health Savings.

### Management and Non-Bargaining Unit Full-Time Employees

~~Sick leave shall accrue for a~~ All new full-time management and other non-bargaining unit employees ~~at the shall accrue 8 hours of sick leave per month, up to a maximum of 960 hours.~~

following rate:

~~For the first six (6) months of employment, 20 hours per month~~

~~After the first six (6) months of employment, 8 hours per month, up to a maximum of 960 hours~~

### Part-Time Employees

Part-time employees, after two (2) years of continuous service, will accrue sick time, up to a maximum of 240 hours, according to the following terms:

Positions budgeted for 15 hours per week, 3 hours per month

Positions budgeted for 19 hours per week, 4 hours per month

### Use of Sick Leave

Employees may use sick leave for absences due to an illness, injury, or medical appointment of the employee. Employees may also use sick leave for absences due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent in which the employee's attendance is necessary.

Sick leave can be taken in fifteen (15) minute increments after the first half hour. Example: .5 hour, .75 hour, 1 hour; 1.25 hours; 1.5 hours; 1.75, etc.

### Reporting Illness

Employees who know in advance that they will be absent for health reasons must give their supervisor advance notice, including the probable start date and duration of the absence. If an employee is unable to report to work because of their own illness or the illness of a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, the employee shall contact their Manager as soon as practical.

### Employee Accessibility During Illness

The Director or designee reserves the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Director or designee during their absence, and after diligent effort on the Library's part, will have to show to the Director due reason for the inaccessibility before the days of absence will be compensated.

### Medical Record Keeping

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Director. All information about an employee's medical condition is confidential and will be kept in separate files by the Human Resources Manager. The employee's regular personnel file may contain only the dates of the medical absence, not the medical reason(s) for the absence.

### Sick Leave Buy Back Program

For all employees hired prior to May 1, 1997 who retire or leave the employment of the Library, under honorable circumstances, and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 100% of 1440 hours of the employee's accrued sick leave. The



1440 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 1440 hours. Under no situation will an employee be paid for more than 1440 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

For all employees hired between May 1, 1997 and ~~December 1~~April 30, 2010, who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 75% of 960 hours of the employee accrued sick leave. The 960 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 960 hours. Under no situation will an employee be paid for more than 720 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

All employees hired on or after April 30, 2010 are not eligible to receive payment of accrued sick leave upon retirement under the Library's Sick Leave Buy Back Program.

All Sick Leave Buy Back (regardless of SLBB Tier) will be paid to the employee in a manner in which SLBB earnings are no longer IMRF eligible and will therefore avoid any accelerated payment under IMRF provisions.

### IMRF Creditable Service

Employees who had a balance of Supplemental Sick Leave for Creditable Service for Illinois Municipal Retirement Fund ("IMRF") purposes on April 30, 2020 may maintain said balance. The employee's Supplemental Sick Leave for Creditable Service balance shall be frozen, shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave, except as outlined in the Sick Leave Buy Back Program section, above.

### Retirement Health Savings

Employees shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Savings (RHS) account, such contributions will be made on a monthly basis.

### Paid Leave Donation

The Library recognizes that employees may have a catastrophic medical emergency, resulting in a need for time off in excess of available sick/vacation/personal time. To address this need, co-workers may donate accrued but unused paid leave time to an employee in need of additional paid leave due to a catastrophic medical emergency, in accordance with the policy below.

### Eligibility Guidelines

A request to receive donated time must be approved by the employee's Department Manager, Human Resources (HR), and the Library Director. Consideration for approval includes:

- Full-time employment with the Library for at least one year.
- That the employee has been diagnosed with a terminal or other serious and catastrophic non-work-related medical condition that requires an extended absence of the employee from their



position for at least 30 consecutive days, resulting in a substantial loss of income. Medical documentation from a physician is required.

- That the employee has exhausted the accrued paid sick hours available to them. An affected employee may retain a balance of 38 hours (40 hours for Maintenance/Custodian) of non-sick leave paid time to use when they return back to work.
- That the employee has a pattern of sick leave use over the past 3 years that does not violate the Library's Sick Leave Abuse Policy, as defined in the Employee Handbook or Collective Bargaining Agreement (CBA).

### Paid Leave Donation Specifics

- A co-worker's donation of paid leave time is strictly voluntary. Donated hours will be transferred from the employee donating the hours to the qualifying employee, if the individual meets the Eligibility Guidelines listed above.
- Employees donating paid leave time will be required to sign a Paid Leave Donation Form which is available on the staff intranet.
- The donating employee must indicate where donated time is to be taken from. Available sick/ /vacation/personal time may be donated to the eligible employee, but compensatory (comp) and wellness hours are excluded from this policy. Paid leave time may only be donated in full-day increments.
- Employees cannot donate future, non-accrued paid leave time. Hours donated must be available to the employee at the time of the donation.
- A co-worker may donate accrued paid time in eight (8) hour increments. The total amount of leave time donated by an employee may not exceed 40 hours in a rolling year. Donated time is transferred from the donating employee to the recipient employee, effective the date HR receives a signed and approved Paid Leave Donation Form. Time is used by the receiving employee in the order each Paid Leave Donation Form is received.
- In the event all donated time is not used by the recipient employee, unused time will be returned to the donating employees in the reverse order in which Paid Leave Donation Forms were received.
- Employees on a leave of absence may not donate time.

### Requesting Donated Time

- Employees requesting donated time must complete a Paid Leave Donation Request Form, obtain all necessary approvals and submit the form to HR. The requesting employee will be required to sign a release for HR to communicate the need Library-wide.
- If the employee has accrued paid time available, such time will be used prior to any donated time. Donated time may only be used for time off related to the catastrophic medical emergency.
- Employees may receive no more than 480 hours of donated time within a rolling 24-month period. Donated hours are not eligible to be used as credit towards an employee's rapid accrual benefit.
- Receiving employees will continue to accrue leave benefits and are eligible for other benefits (including health insurance) during the use of paid donated leave.

- Employees returning to full duty may continue to use donated leave time for medical appointments and absences directly related to the catastrophic medical emergency, for up to 45 calendar days. All such absences must be accompanied by a physician's note.
- The receiving employee must comply with all notice and procedural requirements with respect to the use of paid leave.
- Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

## Parental Leave

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 13.15 of the Union Contract for applicable terms and conditions relating to parental leave.

### Management and Non-Bargaining Unit Full-Time Employees

All full-time employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 20 workdays of paid parental leave for each pregnancy resulting in birth or multiple births. Should both parents be employees of the Library, they shall be allowed to split the 20 workdays. The Library may require proof of the birth and paternity. Leaves under this Section shall also be granted in cases of a full-term stillborn child.

All full-time employees are eligible for 20 workdays of paid leave with a new adoption of a child, with the leave to commence no earlier than when physical custody of the child has been granted to the employee, provided that the employee can provide proof at least 30 days prior to the formal adoption that reflects the formal adoption process is underway, as well as final proof that such adoption was finalized. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt, as long as the foster child has not resided in the home for more than one (1) year.

Such leave must be taken consecutively once it is started until the leave is completed, and all such leave must be taken within a year of the child's birth or adoption. Regardless of the number of pregnancies or adoptions in a year, no employee shall receive more than 20 workdays of paid leave under this section per rolling year.

Parental leave is for the purpose of bonding with the new member of the household. Employees are not eligible for leave under this section in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) year or more.

Such leave will run concurrently with FMLA Leave.

## Wellness Leave

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 13.14 of the Union Contract for applicable terms and conditions relating to wellness leave.



### Management and Non-Bargaining Unit Full-Time Employees

In the spirit of promoting wellness, full-time employees will be eligible for one day (8 hours) of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year, following approval of the application and with prior approval of their Department Manager. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must satisfy the requirements outlined in the Wellness Day application.

## Personal Leave

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 13.3 of the Union Contract for applicable terms and conditions relating to personal leave.

### Management, Non-Bargaining Unit Full-Time Employees, and Non-Bargaining Unit Part-Time Employees

All eligible full-time employees shall be authorized three (3) personal days (up to 24 working hours) each fiscal year without loss of pay. This amount is prorated for eligible part time employees and for employees starting after May 1st.

### Use of Personal Leave

Personal leave must be approved by the Manager in advance of the time off to ensure the Library's continued operational needs are met.

Personal leave can be taken in fifteen (15) minute increments after the first half hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours, 1.75 hours, etc. Personal leave under this policy does not carry over from year-to-year and is not paid out upon termination of employment.

## Bereavement Leave

### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 13.2 of the Union Contract for applicable terms and conditions relating to bereavement leave.

### Management, Non-Bargaining Unit Full-Time Employees, and Non-Bargaining Unit Part-Time Employees

The Library recognizes the importance of family and the difficulties an employee faces following the loss of a loved one. Eligible employees will be granted up to four scheduled days within a two-week period, to grieve and/or attend or prepare for the funeral of a member of the immediate family, which will be paid at the straight time rate at the time of the leave. The Director may approve an exception to the two-week time period if the service is scheduled for a later date. For purposes of this policy, an immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, as well as immediate family members of the employee's spouse and the immediate stepfamily of the employee or their spouse.



Furthermore, an employee who has been employed by the Library for at least 12 months and worked at least 1,250 hours in the last 12 months may be entitled to take two weeks of unpaid time off for the death of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. A portion of this time may be paid pursuant to the above provisions. For all other time off taken pursuant to this provision, an employee may use accrued PTO or take unpaid time off.

In the event of the death of an employee's or the employee's spouse's aunt, uncle, niece, or nephew, the employee shall be permitted one bereavement day.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service.

Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

The Library reserves the right to receive documentation of the funeral or service.

## Civil Leave

### Bargaining Unit Employees

The following policies apply to bargaining unit employees, to the extent a provision is inconsistent with the term of the Union Contract, for bargaining unit employees, Article 13 of the Union Contract shall control.

### Jury Duty

Employees will be granted time off when summoned to jury duty. It is the employee's responsibility to notify their manager as soon as possible after receiving the summons for jury duty. The employee will receive their normal straight time compensation for their scheduled hours while reporting for jury duty. Employees requesting and/or returning from jury duty leave may be required to provide verification of jury duty service. In cases where jury duty does not require a full day, employees are expected to spend as much time as possible at their regular duties in the office. Otherwise, the employee should report back at the beginning of their next work shift. All jury duty pay received other than meal or travel allowances shall be returned to the Library.

### Voting

An employee will be permitted two hours of paid leave for the purpose of voting in a local or state or national election if the employee's working hours begin less than two hours after the opening of the polls AND end less than two hours before the closing of the polls. If an employee needs to take time off to vote, the employee should notify their supervisor no later than the day before the election. The employee's supervisor may assign them a two-hour block of leave time for voting purposes. Proof of attendance at the polls may be required.

### Political Activity Leave

Employees who seek a City of Bloomington political office shall, at least thirty (30) days prior to a primary and again thirty (30) days prior to a regular election, be required to take a leave of absence. If elected, the employee must resign from the Library immediately. If an employee receives an

appointment by the Mayor, where a conflict of interest is present (e.g. appointment to the Library Board of Trustees), the employee must resign from the Library immediately.

### Court Appearances

Employees are sometimes called upon to make court appearances in connection with their job. These appearances may relate to proceedings instituted by the Library, such as matters in which the Library is a party. Employees may also be required to give testimony in connection with litigation between private parties where information regarding Library policies or practices is relevant. Employees who must attend court proceedings as part of their job duties will be considered to be at work during such appearances. Employees are expected to turn over any witness fees or similar payment they receive to the Business Manager.

Employees absent for court appearances that are not required as part of their job duties are required to charge any resulting absences to their available vacation or personal time. For example, employees attending workers' compensation court proceedings as a result of their own claim will need to use their personal time to do so. Employees may retain any pay they receive for court appearances not required as part of their job duties. Benefits may be available under the Victims Economic Security and Safety Act (VESSA).

### Military Leave

Military leave shall be granted to all employees for participation in the National Guard or the U. S. Armed Forces Reserves. Employees called to active military duty or to reserve or National Guard training, or volunteering for the same, should submit copies of their military orders to their supervisor as soon as is practicable. This includes time off for (i) service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian authorities as the result of an emergency; (ii) service covered in the Illinois State Guard as defined by the Illinois State Guard Act; and (iii) a period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System. Employees will be granted a military leave of absence without pay for the period of military service or training in accordance with applicable Federal and State laws. Employees who are reservists or members of the National Guard are granted time off without pay for required Military training. Their eligibility for reinstatement after the completion of their military duty and training and benefit continuation/eligibility issues are determined in accordance with applicable Federal and State laws. Employees may elect, but are not required, to use any vacation entitlement for the absence. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

### Leave for Service-Connected Injury

An employee who suffers an on-the-job injury shall be allowed full pay, at their regular rate of straight time at the time of injury, during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave and/or take an unpaid leave not to exceed one (1) year from the onset of the event. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Library the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used.



## Family Medical Leave Act ("FMLA")

*This policy contains information consistent with and in addition to the information contained in the "Employee Rights under the Family and Medical Leave Act" notice and is meant to provide additional information about the Library's specific policies and procedures under the Family and Medical Leave Act (FMLA). In the event of any conflict between the "Employee Rights under the Family and Medical Leave Act" notice and this policy, the "Employee Rights under the Family and Medical Leave Act" notice will prevail.*

## Bargaining Unit Employees

The following policies apply to bargaining unit employees, to the extent a provision is inconsistent with the term of the Union Contract. For bargaining unit employees, Article 13 of the Union Contract shall control.

## Basic Leave Entitlement

An employee may be eligible to take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the Library for at least 12 months AND worked at least 1,250 hours in the last 12 months AND at least 50 employees are employed by the Library within 75 miles of the employee's work location.

The 12-month period in which the 12-week leave entitlement occurs shall be a rolling 12-month period measured backward from the date an employee uses any leave under FMLA. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

## Reasons for Leave

If an employee is eligible, the employee may take family/medical leave for any of the following reasons:

- Birth and/or care of a newborn child of the employee.
- Placement of a child into the employee's family by adoption or by a foster care arrangement.
- In order to care for the employee's spouse, child or parent who has a serious health condition.
- A serious health condition which renders the employee unable to perform one or more of the essential functions of the employee's position.

Leave because of reasons one and two above must be completed within the 12-month period beginning on the date of birth or placement.

## Definitions

The following definitions shall apply:

- Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either:
  - inpatient care in a hospital, hospice or residential medical care facility, or
  - continuing treatment by a health care provider.
- Continuing treatment means:
  - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery therefrom) of more than three (3) consecutive calendar days (and any subsequent treatment



or period of incapacity involving the same condition) involving treatment two (2) or more times by a health care provider--within thirty (30) days of the incapacity--or treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the health care provider's supervision.

- Any period of incapacity due to pregnancy or prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider; continues over an extended period of time; and may cause episodic rather than continuing incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease).
- Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).
- Health care provider means a physician, dentist, podiatrist, clinical psychologist, or optometrist who is authorized to practice medicine or surgery in the state in which the individual practices his/her profession. In cases limited to treatment consisting of manual manipulation of the spine to correct a subluxation, medical certification may be provided by a chiropractor.

### Military Family Leave Entitlement

If an employee is eligible, the employee may use the 12-week FMLA leave entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of a spouse, son, daughter or parent. Qualifying exigencies may include: (1) attending certain military events; (2) arranging for alternative childcare; (3) addressing certain financial and legal arrangements; (4) attending certain counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; (7) attending post-deployment briefings; and (8) for certain activities relating to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.

An employee may also be eligible for up to 26 weeks of leave to care for a covered servicemember during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember. This single 12-month period begins with the first day the employee takes the leave. A covered servicemember includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty; or (2) a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty and: (i) was a member of the Armed Forces (including a member of the National Guard or Reserves); and (ii) was terminated or released under conditions other than dishonorable within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

### Improper Use of Leave

An employee may not be granted a FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave or take FMLA leave, the employee may be subject to immediate termination.

### Notice of Leave

If the FMLA leave is foreseeable, the employee must give the Library at least 30 days' notice in accordance with the usual procedure for requesting leave time. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the Library as soon as practicable and, absent unusual circumstances, in accordance with the Library's normal leave procedures.

### Medical Certification—Leave for Employee's Own or a Covered Family Member's Serious Health Condition

If the employee is requesting leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Library, at its expense, may require an examination by a second health care provider designated by the Library, if it reasonably doubts the medical certification the employee initially provides. If the second health care provider's opinion conflicts with the original medical certification, the Library, at its expense, may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. The Library may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own medical condition specifying that the employee is fit to perform the essential functions of the job.

### Certification for a Qualifying Exigency

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

### Certification for Servicemember Family Leave

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

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

If an employee is requesting leave because of the need to care for a covered veteran with a serious injury or illness, the Library may require the employee to supply certification completed by an



authorized health care provider of the covered veteran. In addition, the Library may request additional information pertaining to the leave.

### Substitution of Paid Leave

FMLA leave is unpaid leave. If an employee requests leave for any FMLA-covered reason, the employee will be required to exhaust all available vacation time, and, when leave is taken due to a serious health condition, all available sick days. The exhaustion of this paid leave does not extend the leave period. In addition, if an employee is eligible for any additional paid leaves, such as short term/long term disability or workers' compensation, these leaves will also run concurrently with FMLA leave (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA leave, an employee must comply with the requirements of the applicable paid leave policy.

### Benefits During Leave

During an approved FMLA leave, the Library will maintain the employee's health benefits as if the employee continued to remain actively employed, but the employee must continue to pay his or her share of the premium. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee may be required to reimburse the Library for payment of health insurance premiums during the FMLA leave.

During the unpaid portions of FMLA leave, the employee will not accrue employment benefits, such as vacation pay and sick/personal pay, etc., if the unpaid leave extends beyond thirty consecutive calendar days. Also, during the unpaid portions of FMLA leave, the employee will not receive pay for holidays. Employment benefits accrued by the employee up to the day on which the unpaid FMLA leave begins will not be lost.

### Intermittent Leave/Reduced Schedule Leave

In the case of unpaid leaves for serious health conditions, to care for a servicemember with a serious injury or illness, or because of a qualifying exigency, the leave may be taken intermittently (in separate blocks of time due to a single qualifying reason or health condition) or on a reduced hours basis if necessary. When the leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the Library's operations. Furthermore, if intermittent or reduced hours leave is required for planned medical treatment, the Library may temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave. If leave is unpaid, the Library will reduce the employee's pay based on the amount of time actually worked. A fitness-for-duty certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform their job duties.

### Job Restoration

An employee who returns to work from an approved FMLA leave of absence is entitled to return to their job or an equivalent position without loss of benefits or pay. An employee who took leave because of their own serious health condition who wishes to return to work from FMLA leave may be required to present a fitness for duty release by a doctor prior to being restored to employment. An employee who fails to provide the certification will not be permitted to resume work until it is provided.



### Break in Service and Benefits

When an employee is on unpaid leave under the policies outlined in this section, it shall not constitute a break in service. However, the employee shall not accrue or receive any benefits unless specified to the contrary under the policies outlined in this section.

### Job Restoration

At the expiration of any unpaid leave provided for under the policies outlined in this Article, the Library will make every effort to return the employee to the position they vacated if the position still exists, or if not, to any other vacant position in the same classification. The Library makes no guarantees with respect to job restoration.

Failure to return from a leave of absence within three (3) days after the expiration date will be regarded as the employee having resigned their position.

## Chapter 7 - Benefits

For more information on benefits, please contact the Human Resources Manager.

### Insurance

Full-time non-bargaining unit employees are eligible for insurance as offered by the City of Bloomington Employee's Health Care Plan. Dependent, vision, and dental coverage may also be obtained according to provisions set forth in the plan. Bargaining Unit employees shall refer to Article 14 of the Union Contract for information relating to insurance.

### Retirement Plan

Eligible employees must participate in the Illinois Municipal Retirement Fund as administered by the City of Bloomington. Specific details regarding eligibility and amounts withheld may be obtained from the City of Bloomington's Human Resources Department.

### Training and Education

#### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 11, Section 11.1 and 11.3 of the Union Contract for additional applicable terms and conditions relating to training and education.

#### Library Professional Development

Every effort is made by the Director and/or Manager to allow as many employees as possible to participate in professional development opportunities (including library conferences and non-credit courses), subject to availability of funds. Employees must receive the Director and/or Manager's approval in advance of attendance.

For attendance at an event that takes place over more than one day and/or more than 70 miles from the Library, a Professional Development Request form (available on the Library's intranet in the Forms section) is to be completed.

#### Calculating Hours Worked for Professional Development Opportunities

When attendance is approved, the time spent at a training/event will be considered as hours worked in calculating wages and overtime.

Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act. When attending events in Bloomington-Normal, travel time to the event is not part of the paid workday, just as the employee's travel time to work at the Library is not part of the paid workday. The employee is just traveling to a different work site for the day.

When attending events in Bloomington-Normal, if lunch is part of the event and was included in the registration fee, it is paid by the Library and considered work time. If the lunch is not part of the event, it is treated exactly as a lunch hour is during a normal workday. The Library will not pay for lunch and the lunch break is not considered work time.

When attending events outside of Bloomington-Normal, meal breaks at events are considered work time. Mealtimes that occur before/after the day's event begins and extended free times (over 2 hours) that would not reasonably be considered a mealtime per the event schedule are not considered work time.

Time before/after the day's travel or event begins, extended free times (over 2 hours), and elective activities are not considered work time. To insure the employee a full workweek, the employee and the Manager, with consideration of departmental needs, may use the Professional Development Request Form Schedule worksheet to adjust the schedule.

- If the length of time advertised for the event is more than the number of hours the employee is normally scheduled for the day, the employee and the Manager will adjust the schedule for the week, prior to the event.
- If the time advertised for the event is less than the normal work hours, the employee and the Manager need to adjust the schedule for the week, prior to the program, so that the employee is scheduled the regular number of hours.
- If the actual number of hours spent at the event is less than the length of time advertised for the event, the employee shall return to the Library to finish the remainder of their shift or shall turn in a paid time off request.
- If the actual number of hours spent at the event is more than the length of time advertised for the event, the employee shall alert their manager as soon as possible in order to make appropriate adjustments to their timecard and schedule.

### Professional Development Expenses

Registration and other expenses related to approved professional development opportunities are eligible for reimbursement according to the Library Expenses section in this handbook.

### Travel Companions

Employees may have family/friend(s) accompany them to out-of-town events, with the understanding that event participation is the primary reason for being there. ~~If sharing a room with a family member or friend, the library expects the family/friend to pay ½ of the room charge.~~ Travel companions will not result in any increased costs for the Library and the Library will not pay for any of the travel companion's expenses, even in the case of an employee receiving a travel scholarship from an outside entity.



### Professional Development Report

Employees should share a written report of information learned at professional development opportunities with their Manager, Human Resources Manager, and others who will benefit. This should be done in a timely manner.

### Tuition Program

#### Bargaining Unit Employees

Bargaining Unit employees shall refer to Article 11, Section 11.2 of the Union Contract for additional applicable terms and conditions relating to tuition reimbursement.

#### Management and Non-Bargaining Unit Full-Time Employees

Consistent with the potential benefit to the Library and the availability of funds, the Library may provide tuition for job or library related course work of full-time employees, who have at least one (1) year of continuous service. Employees must receive the Director's approval in advance of enrollment. Employees must complete the course in order to be eligible for the tuition program. In the event that tuition is paid in advance and employee fails to complete the course, employee will be responsible for refunding the total amount paid to the Library. The maximum level of tuition payment will be dependent on the grade an employee receives upon completion of the course as follows:

100% funding for a grade of "A"

75% funding for a grade of "B"

50% funding for a grade of "C"

0% funding for a grade of "D" or lower

In the case of a pass/fail course, 100% funding will occur with a grade of "Pass"

Any employee who leaves the Library, for any reason, within one (1) year of completing a course will be required to refund the Library the total amount paid for the course or reimbursed by the Library. Employees who accept tuition payment consent to this repayment and consent to deduction of amounts owed from their final paycheck, to the extent permitted by applicable law.

Elective coursework, including homework, shall not be performed on work time.

### Taxes

The Internal Revenue Code sets a limit each year for what an organization can pay for an individual toward educational assistance. If the tuition payment level from the Library exceeds the government limit of that year, the employee will have to pay tax on that amount over the limit. Since this limit can fluctuate from year to year, the Library encourages employees to check with the Business Manager on an annual basis to see what the limit is for that particular year.



# Bloomington Public Library

*Books are just the beginning.*



## BLOOMINGTON PUBLIC LIBRARY BOARD OF TRUSTEES 2022 MEETING DATES

The BPL Board meets the third Tuesday of every month

Meetings begin at 5:30 p.m.

TBD each month

January 17, 2023

February 21, 2023

March 21, 2023

April 18, 2023

May 16, 2023

June 20, 2023

July 18, 2023

August 15, 2023

September 19, 2023

October 17, 2023

November 21, 2023

December 19, 2023