

MEMORANDUM OF AGREEMENT #3

BETWEEN

PALMER PUBLIC LIBRARY

AND

AFSCME, COUNCIL 93

JULY 1, 2017 – JUNE 30, 2020

WHEREAS, the Palmer Public Library (the “Library”) and the AFSCME, Council 93 (the “Union”) have negotiated for a new Collective Bargaining Agreement (the “New Agreement”) to succeed the Collective Bargaining Agreement which is scheduled to expire on June 30, 2017, (the “Former Agreement”); and

WHEREAS, the Library and the Union have reached an agreement;

NOW, THEREFORE, the Library and the Union agreed that the New Agreement shall consist of the provisions of the Former Agreement, with the following changes:

1. ARTICLE 5, HOURS OF WORK

The parties agree to amend the Article by adding a second paragraph which will read as follows:

5.2 Saturday Closings

- (a) An employee who actually works five (5) hours on a Saturday shall earn five (5) hours of compensatory time. The 5 hours of compensatory time shall be used by the employee during the employee’s next scheduled work week following the Saturday worked.
- (b) In the event that the Library is closed by the Director on a Saturday, a member who was scheduled to work that Saturday will be entitled to receive the compensatory time that would have been provided had the member actually worked the Saturday.
- (c) This provision only applies to employees who are not regularly scheduled to work Saturday, but do so as an extra scheduled day of work.
- (d) The employee shall submit a Time Off request form for approval by the Library Director in advance of using the compensatory time.

2. ARTICLE 6, NON-DISCRIMINATION

The parties agree to amend the Article as provided below:

The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of union or non-union membership, race, **creed**, religion, color, sex, sexual orientation (as defined by law), age (as defined by law), national origin, **disability**, handicap, genetic information, military status, **veterans' status**, **gender identity**, or for any other legally protected classification.

3. ARTICLE 10, SICK LEAVE

The parties agree to amend Section 10.9 of the Article as indicated below:

10.9 Retiring employees who have at least 15 years of continuous service will be granted a lump sum payment of 20 percent of the unused accumulated sick time, up to a maximum of 840 hours, **not to exceed \$3,500.00.**

4. ARTICLE 15, DURATION

The parties agree to amend the Article to provide for a three (3) year Agreement effective 7/1/17 to 6/30/20.

5. NEW ARTICLE , DIRECT DEPOSIT

The parties agree to amend the contract to establish a new Article entitled, Direct Deposit, which shall read as follows:

Effective July 1, 2017, or on such later date as may be determined by the Library, as a condition of employment, all employee wage payments shall be electronically forwarded by the Library directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check, provided, however, that the Library will provide paper documentation of the direct deposit to any employee who requests it.

6. HEALTH INSURANCE

Effective July 1, 2017, or on such later date as may be determined by the Library, the Library's premium contribution for the PPO Plan will be equal to the Library's premium cash contribution under the HMO Plan. Under no circumstances, however, shall the cash payment result in the employee paying 50% or more of the premium for the PPO.

7. SICK LEAVE BANK (#2)

The parties agree to amend Article 10, Sick Leave by adding a new Section 10.10 entitled Sick Leave Bank, which will read as follows:

10.10 Sick Leave Bank

(1) Effective January 1, 2018, at the beginning of each calendar year, the Library will transfer from each employee who has volunteered to participate in the Bank twenty-one (21) hours¹ of sick leave which will be placed in a general Library sick leave bank. The Sick Leave Bank will be available to employees who have volunteered to participate in the Bank, who have an extended illness, and have been out on sick leave for at least fourteen (14) consecutive days. Prior to accessing the Sick Leave Bank, the employee shall have been employed by the Library for one (1) year, will have had to exhaust all paid sick leave, and will submit a request to the Director to access hours from the Sick Leave Bank.

(2) The Sick Leave Bank will always have a minimum of two hundred ten (210) hours in it for each employee illness. Upon an employee's initial access to the Bank, if 210 hours are not available, the Bank will borrow from the Library the number of hours necessary to have available 210 hours per employee, which would then be reimbursed by the 21 hours at the beginning of each calendar year by each employee. The Bank will not borrow from the Library more than 210 hours for any individual employee for any one illness. Part-time employees shall be eligible to request hours on a pro-rata basis.

(3) The purpose of the Sick Leave Bank is for extended, continuous illnesses, not chronic illnesses or those of limited duration. Employees with soft muscle tissue injuries² shall not be eligible for sick leave under the Bank.

(4) The Director shall consider the following criteria when determining whether to make any distribution from the Sick Leave Bank, subject to paragraph (1) above:

(a) The Library may require adequate medical documentation to verify the illness and its extended nature.

(b) Prior utilization of sick leave and/or the Bank by the employee.

(c) Reasons for and the appropriateness of prior use of sick leave.

(5) The Director may issue administrative rules to carry out the provisions of Section 10.10.

(6) The decision of the Director on the granting of sick leave hours from the Sick Leave Bank shall be reviewable under an arbitrary and capricious standard.

¹ Part-time employees who have volunteered to participate in the Bank shall contribute hours on a pro-rata basis.

² For purposes of this contract, "soft muscle tissue injury" shall be defined as any bodily injury that manifests no objective characteristics but is based solely on an employee's individual, subjective complaints.

(7) To be eligible for Sick Leave Bank benefits in subsequent years, the member must return to work for a period of time at least equal to the period for which the member received a distribution from the Bank.

(8) No employee who has not volunteered to participate in the Bank and who has not contributed hours to the Bank for the year of the request shall be eligible to request sick leave hours from the Bank for that year.

(9) The Sick Leave Bank shall not go into effect unless at least fifty percent (50%) of the members of the bargaining unit have volunteered to participate in the Sick Leave Bank and have contributed the number of hours specified above.

8. CLASSIFICATION PLAN

The parties agree to amend the Classification Plan to provide for a new classification of Senior Graduate Librarian IV, to revise the qualifications for Senior Librarian IV, add a Library Assistant III classification, and re-define the qualifications for Library Assistant II classification as contained in Appendix A to this Agreement.

9. WAGE SCHEDULE

(a) The parties agree to amend the Wage Schedule to include the new classification of Senior Graduate Librarian IV at pay grade 8, and to include 3 additional steps as set forth on Appendix B to this Agreement.

(b) The parties agree that the wage schedule will be adjusted across all steps by one percent (1%) effective July 1, 2019.

This Agreement has been duly executed by the authorized representatives of the Palmer Public Library, and AFSCME, Council 93.

PALMER PUBLIC LIBRARY

AFSCME, COUNCIL 93

By: _____
D. M. Moschos, Esq., Labor Counsel.

By: _____
Nadine Kennedy, Staff Representative

Date: _____

Date: _____

RATIFIED BY:

RATIFIED BY:

PALMER PUBLIC LIBRARY

AFSCME, COUNCIL 93

By: _____
Cynthia Melcher, President

By: _____
Nadine Kennedy, Staff Representative

Date: _____

Date: _____