

ARTICLE XV

Vacation Leave

Section 15.1. Eligibility. All full-time and part-time employees shall be eligible for vacation leave upon accrual.

Section 15.2. Full-Time Accrual Rates.

(a) All full-time employees, other than full-time library professionals, shall accrue vacation on January 1 based upon their completed years of service pursuant to the schedule set forth below:

<u>Length of Continuous Service</u>	<u>Yearly Days</u>
1-6 Years	10 (2 weeks)
7-12 Years	15 (3 weeks)
13 Plus	20 (4 weeks)

(b) Full-time library professionals shall accrue annual vacation on January 1 based upon their completed years of service pursuant to the scheduled set for the below:

<u>Length of Continuous Service</u>	<u>Yearly Days</u>
1-9 Years	20 (4 weeks)
10 Plus	25 (5 weeks)

Full-time library professionals are those full-time staff members who are Labor Grade I Librarians (Appendix A).

Section 15.3. Part-Time Accrual Rates. Part-time employees shall accrue vacation based upon their completed years of service, pursuant to the schedule set forth below. The work week shall be determined by the average hours per week worked by the employee during the previous year. Vacation shall accrue as of January 1 of each calendar year. No time spent in part-time employment may be counted towards earned vacation time in a full-time position should the part-time employee assume a full-time position.

<u>Length of Continuous Service</u>	<u>Yearly Days</u>
1-7 Years	5 (1 week)
8-9 Years	10 (2 weeks)
10-Plus	15 (3 weeks)

Section 15.4. Pro-Rata Benefit.

(a) All employees who are employed by the Library at the end of the calendar year, but who have less than one year of service, shall receive a pro-rata vacation benefit for each month of service in which he/she has worked half or more of his/her regular work days during said calendar month. Each January 1 thereafter, said employees shall be entitled to vacation in accordance with the accrual schedule set forth in Sections 15.2 and 15.3 above.

(b) On an employee's anniversary date in years which accrue an additional week of vacation pursuant to Sections 15.2 and 15.3 above, the employee shall receive a prorated portion of such additional week of vacation as measured by the portion of the year remaining between the employee's anniversary date and December 31 of that year.

Section 15.5. Coordination with other Paid Leave. An employee shall continue to accrue vacation while on any compensated leave (i.e. – vacation, holidays, sick leave, compensatory, emergency or injury, etc.). When a Holiday or a Funeral Leave (as provided for in Section 17.2 of this Agreement) occurs during an employee's assigned vacation and the employee is entitled to the Holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

Section 15.6. Vacations Non-Cumulative. Vacations will not be cumulative. All vacation time must be taken and paid within the calendar year it comes due.

Section 15.7. Scheduling of Vacations. Vacation schedules are to be determined by the Employer. While due consideration for individual employee convenience may be given, the needs of the Library in scheduling workloads will be the controlling criteria. In cases of conflict among employees' requested vacation dates, seniority shall govern.

Section 15.8. Payment on Separation. Employees terminated for any reason during a calendar year shall be eligible for pro-rata vacation at the time of termination. Such pay shall be computed on the basis of one-twelfth (1/12th) for each month worked after January 1 of each year. To be eligible for pro-rata vacation on termination an employee must have worked at least one year for the Library.

Section 15.9. Minimum-Usage. Employees shall be allowed to take their vacation in increments of no less than one (1) hour.

Section 15.10. Vacation time will not accrue during unpaid absence(s).

ARTICLE XVI

Sick Leave

Section 16.1. General Provisions. All employees shall be eligible for sick leave to prevent loss of pay due to verifiable illness or injury. Except as provided in Section 16.5 below (Wellness Leave), to be eligible for sick leave, the employee may be required to provide proof of illness. An employee may not use sick leave for less than one (1) hour.

Section 16.2. Accrual - Full-Time Employees. Sick leave for full-time employees averaging one hundred seventy (170) hours or more per month shall be accrued at 8 hours per month, not to exceed twelve (12) working days, or ninety-six (96) hours, per calendar year. Unused sick leave shall be accumulative up to a maximum of ninety (90) working days, or seven hundred twenty (720) hours.

Section 16.3. Accrual - Part-Time Employees. Paid sick leave for part-time employees accrues at the rate of: (a) five (5) hours for each month of employment for those working between eighty-seven (87) and one hundred seventy (170) hours per month; and (b) three (3) hours per month of employment for those working fewer than eighty-seven (87) hours per month, to a maximum of three-hundred twenty (320) hours. Part-time employees may not take paid medical leave in any given week in excess of their budgeted work hours for that week.

Section 16.4. Care of Family Member. Employees may use their sick time for medical situations relating to members of the employee's immediate family. "Family" includes spouses, parents, children, step-children, siblings, in-laws, grandparents, grandchildren, legal guardians or wards, or other persons living permanently in the employee's household.

Section 16.5. Wellness Leave. The library will allow each employee to use up to two (2) days of accrued paid sick leave per year as "wellness leave". Said leave is for the purpose of undergoing routine or detailed tests or exams from physicians, dentists, etc. for the purpose of maintaining good physical health. Wellness leave may not accumulate from year to year. An employee may not use wellness leave for less than one (1) hour.

Section 16.6. Payout on Retirement. Employees who retire with 15 years or more of service may use one-half (1/2) of their unused hours of sick leave credit in their account, payable at the employee's current rate, to bridge their last date of actual service with their stated retirement date. In the alternative, employees may request a lump sum payout of one-half (1/2) of their unused hours of sick leave credit upon their retirement date. Grants of lump sum payout requests shall be within the Library's sole discretion based upon factors including but not limited to the effects of such requests on budget and staffing. Employees seeking benefits under this Section must give at least thirty (30) days' prior written notice of their intent to retire to the Employer.

Section 16.7. Maternity Leave. Maternity leave will be granted with pay, at their current rate of pay, for a period of six (6) weeks. If additional time is required because of special circumstances, said employee may request to extend such leave by using benefits not to exceed an additional six (6) unpaid weeks under the FMLA provisions of this Agreement. An employee shall continue to accrue vacation, sick leave, etc. while on paid Maternity Leave. Paid Maternity Leave will be granted to employees after one (1) year of continuous service.

Section 16.8. Family Leave. The Library shall have the right to formulate policies and take any action which is consistent with, and necessary to implement, the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"). Employees may apply for and receive family leave pursuant to, and in accordance with, the FMLA. Such leave shall not exceed twelve (12) weeks within any one-year period, including both the paid and unpaid portions of such leave. Employees with a pregnancy-related or other non-work related disability who have exhausted their paid leave benefits provided elsewhere in this Agreement may apply for leave under this Section.

Section 16.9. Work-Related Injury Leave.

(a) Employees who suffer compensable work-related injuries shall be granted a leave of absence for the period of disability.

(b) Employees are expected to follow established Library procedures for reporting occupational injuries and illnesses to their supervisor or the supervisor's designee.

(c) Employees injured and sent to the doctor shall be paid for the time spent in going to the place of treatment, waiting for and receiving treatment, and returning to their place of employment; and if in the opinion of the doctor the employee is sent home due to such injury, he/she shall be paid his/her hourly wage up to the end of his/her normal work day.

Section 16.10. Sick leave will not accrue during unpaid absence(s).

ARTICLE XVII

Leaves of Absence

Section 17.1. Personal Time. Each full-time employee shall be granted up to sixteen (16) hours off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Unused personal time will convert to sick leave at the end of the calendar year. An employee will not be compensated for unused personal time. Personal time may be used in increments of one (1) hour or more. Personal time will be pro-rated based upon hire date and/or resignation date.

Section 17.2. Funeral Leave.

(a) Employees will be given up to three (3) calendar days off without loss of pay for time lost from work as the result of the death of a spouse, parents, children, stepparents, stepchildren, siblings, stepsiblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardians or wards, or other persons living permanently in the same household with the employee. In cases where the funeral is held more than 100 miles from Quincy, the employee may be granted one (1) additional day off with pay. The Employer may request the employee to furnish proof of the relationship and/or of the death. Funeral leave shall be at the employee's regular rate of pay.

(b) In cases where travel is necessary or if the situation otherwise warrants an extension, the Employer may grant up to an additional three (3) calendar days with no loss of regular pay. A written explanation must be filed in advance with the Employer.

Section 17.3. Jury Duty/Court Appearances. Any employee who is called for jury duty, witness service, or coroner's panel duty, and actually loses time from work as a result, shall be excused from work for the days on which he/she serves and shall receive, for each day of service falling on one of his/her work days, the difference between his/her regular compensation lost and the payment he/she receives for such service.

Section 17.4. Military Leave. An employee who is absent because of service in the Armed Forces of the United States or the U.S. Merchant Marine shall not lose his/her seniority.

Section 17.5. Unpaid Leave of Absence.

(a) Personal leaves of absence without pay may be requested by employees for good cause shown, and where granted shall not exceed 30 days. Such leaves may be extended for good cause by the Library. Approval of such leave, or extensions thereof, shall not be unreasonably withheld. Seniority shall not accrue beyond the first thirty (30) days of such leave.

(b) At the termination of any leave of absence, the employee will be returned to the position formerly held by such employee or a comparable position.

(c) Any employee with seniority who requests in writing a medical leave of absence under this Section 17.5 may be granted such leave after such illness has been certified by a physician who recommends that such employee be placed on a leave of absence, if all other available leave under this Agreement has been exhausted.