

2016  
Agreement

Between the

Stillwater Public Library Board of Trustees

and

Local 517 Council 5  
of the American Federation of State, County,  
and Municipal Employees, AFL-CIO

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## ARTICLE 1. PREAMBLE

1.1 This AGREEMENT entered into by the Stillwater Public Library Board hereinafter referred to as the Employer, and Local 517 affiliated with Council No. 5 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1.2 All personnel policies unless otherwise stated shall be applied uniformly across the entire bargaining unit.

## ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative in a unit defined as:

All employees of the Stillwater Public Library who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees and essential employees.

## ARTICLE III. UNION SECURITY

3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by a designated representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the designated representative by the first of the succeeding month after such deductions are made.

Any fair share fee collected shall be processed in accordance with Minnesota Statutes, Section 179A.06, Subd. 3.

3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE IV. HOURS OF WORK

4.1 The normal work week shall be five (5) eight (8) hours days. This article is intended only to define the normal hours of work to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

4.2 Schedules. Work schedules showing the work shifts, work days and hours and employee assignment shall be posted on a personnel board at each work site at least two (2) weeks prior to the start of each scheduling period.

4.3 All employees shall be scheduled a one-half (1/2) hour lunch break.

4.4 All employees' work schedules shall provide for at least one (1) fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever possible. Employees who are authorized to work beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start to work on each shift. In addition, they shall be granted the regular rest periods that occur during the shift.

4.5 It is the employer's responsibility to arrange for substitutes for time off requested at least two weeks in advance.

4.6 Flexible Daily Work Hours: Notwithstanding the normally established and observed daily work hours for employees, employees may, with the express written approval of their supervisor, establish and observe individual flexible daily work hours.

## ARTICLE V. PART-TIME EMPLOYEES

5.1 Part-time employees shall be eligible to earn employee benefits, as pro-rated below, provided that such employees work regularly scheduled hours in each pay period, as opposed to being subject to call or to work when available.

| <u>Average Hours Worked Per Week</u> | <u>Percent of Benefits</u> |
|--------------------------------------|----------------------------|
| 20 to 25.99 hours per week           | 50%                        |
| 26 to 35.99 hours per week           | 75%                        |
| 36 or more hours per week            | 100%                       |

Employees whose average hours total between 14 and 19.99 worked per week shall be eligible for a 50% prorated share of vacation, sick leave, and holiday benefits only. They are not eligible for any other benefits.

5.2 Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by two thousand eighty (2080) hours.

5.3 Temporary Appointments. When positions are temporary, this is clearly stated at the time of appointment.

## ARTICLE VI. PROBATIONARY PERIODS

6.1 All newly hired or rehired employees will serve a probationary period. The probationary period shall end upon the employee completing 1,040 work hours or,

provided the employee has been in the position for at least twelve (12) months, 780 work hours (the "Probationary Period"). The Probationary Period is the period during which time the employee's ability to perform the work will be determined.

6.2 All employees will serve a Probationary Period in any job classification in which the employee has not served a previous Probationary Period.

6.3 At any time during the Probationary Period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

6.4 At any time during the Probationary Period, a promoted or reassigned Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer.

## ARTICLE VII. HOLIDAYS

7.1 Holidays with pay are defined as:

|                             |                                 |
|-----------------------------|---------------------------------|
| New Years Day               | January 1                       |
| Martin Luther King Birthday | The third Monday in January     |
| President's Day             | The third Monday in February    |
| Easter                      | Easter Sunday                   |
| Memorial Day                | The last Monday in May          |
| Independence Day            | July 4                          |
| Labor Day                   | The first Monday in September   |
| Thanksgiving Day            | The fourth Thursday in November |
| Christmas Eve Day           | December 24                     |
| Christmas Day               | December 25                     |
| New Year's Eve Day          | December 31                     |
| Floating Holidays           | Two (2) per year                |

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

7.2 Employees scheduled to work on any of the above listed holidays shall be given an alternate day off.

7.3 Floating holidays shall accrue at the rate of 1/6 day per month during the employees first calendar year of employment and at the rate of two (2) days per year thereafter.

## ARTICLE VIII. SICK LEAVE

8.1 Full time employees will earn sick leave at the rate of eight (8) hours per full month worked. Sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours. Employees do not earn eight (8) hours of sick leave in months in which they will miss twenty-one (21) working days due to illness.

8.2 Sick leave may be authorized for the following reasons with limits as specified:

(a) For illness or injury, dental or medical treatment for the employee. Sick leave may be used for a sick or injured child in accordance with Minnesota Statutes. Sick leave usage by the employee may be subject to approval by the department head. The Employer may require verification for an absence of three (3) days or more, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty, or other information deemed necessary.

(b) Employees shall be able to use up to 160 hours of accrued personal sick leave per year to care for an adult child, spouse, sibling, parent, grandparent, or step-parent. "Spouse" does not include unmarried domestic partners. Family care leave uses a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. Family care leave cannot be carried over to a subsequent year and Employees shall not be eligible for pay for any unused family care leave. Proof of sickness or disability will need to be provided for any family member.

(c) A male employee shall be granted five (5) days of sick leave for the birth or adoption of his child.

8.3 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a leave of absence for a period not to exceed nine (9) months. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for sick leave under this paragraph. Existence and extent of illness or disability must be verified by a written statement from a medical doctor when requested by the department head or his or her designee.

8.4 Should illness occur while an employee is on vacation, the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to illness and the period of disability.

8.5 Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Workers Compensation insurance payments for a period not to exceed ninety (90) working days per injury not charged to the employee's vacation, sick leave, or other accumulated benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

If recovery is not complete, an additional recovery period not in excess of thirty (30) sick leave days may be granted. Sick leave shall then be deducted on a prorated basis with no deduction of sick leave being made for that portion of the employee's absence which is covered by Workers Compensation insurance. No employee can receive more than the

employee's normal take home pay as a result of any library pay supplement to Worker's Compensation insurance benefits.

8.6 Sick leave will be suspended after the benefits specified in sections 8.1, 8.2, and 8.5 have been exhausted. However, an employee who has fulfilled all of the requirements for a vacation which has not been taken may request vacation during disability.

8.7 The Employer provides for Family Medical Leave Act leave in accordance with applicable laws. See the website of the U.S. Department of Labor ([www.labor.gov](http://www.labor.gov)) and the State of Minnesota Department of Labor ([www.labor.mn.us](http://www.labor.mn.us)) for details.

8.8 Use of Vacation and Sick Leave:

- A. During the first 40 hours for full-time employees, an employee may choose to take FMLA as unpaid. For part-time employees and those who work variable hours, a weekly average of the hours worked shall be used to determine the amount of time allowed as initial unpaid leave for FMLA purposes.

After the initial period of unpaid leave for FMLA purposes, an employee must substitute accrued paid vacation time for any part of a family/medical-leave taken for any reason. Accrued sick leave may only be used in the case of the illness or medical disability of the employee or the employee's child.

- B. When an employee has used accrued paid time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

ARTICLE IX. VACATION

9.1 Vacation is accrued to full time employees in accordance with the following schedule:

| <u>Years</u> | <u>Days</u>                                       | <u>Hours</u>   |
|--------------|---|----------------|
| 0 – 1        | 5/6 day per month                                 |                |
| 1 – 4        | 10 days/year                                      | 80 hours/year  |
| 5 – 9        | 15 days/year                                      | 120 hours/year |
| 10 – 15      | 20 days/year                                      | 160 hours/year |
| After 15     | 1 additional day for each year up to twenty years |                |

9.2 Vacation shall be granted at the time requested by the employee upon approval of department head. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater departmental seniority shall be given his/her choice of vacation period.

9.3 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced by one work day.



9.4 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

9.5 Vacation may be used in units of fifteen (15) minutes with the approval of the department supervisor.

9.6 Inclement Weather. In cases where the library has been closed due to inclement weather or building conditions, those staff members who are scheduled to work will be paid for the hours missed, not to exceed eight (8) hours.

If the library remains open and a staff member is unable to be present when scheduled because of weather conditions, he/she will not receive payment, unless the employee requests that such time be counted as vacation and his/her vacation benefits have not been exhausted.

9.7 Employees may carry over a maximum of 80 hours of unused vacation to the next year.

## ARTICLE X. SEVERANCE PAY

10.1 Permanent employees shall be eligible for severance compensation upon retirement, death or resignation in accordance with the following conditions:

- (a) Employee shall have been employed by the Library for ten (10) years or more.
- (b) Compensation will be one-half (1/2) of employee's unused sick leave.
- (c) Death benefits shall be paid to the surviving spouse or the employee's estate.

10.2 The Employer will sponsor a Post Employment Health Care Savings Plan that allows employees to save money to pay medical expenses and/or insurance premiums after termination of public service.

- A. All funds collected by the Stillwater Library on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan account administered by the MN Post Employment Health Care Savings Plan established under MN Stat. 352.98 and as outlined in the MN State Retirement System's (MSRS) Trust Plan and Documents.
- B. All employees shall be eligible to participate, including those employees that are covered under City Ordinance No. 844 who qualify for the City's Hospital/Medical Insurance for Retired Employees.
- C. Employees shall contribute 100% of their accrued severance in the Post Employment Health Care Savings Plan.

## ARTICLE XI. LEAVES

### 11.1 Funeral Leave

(a) An employee shall be granted a paid funeral leave of up to three (3) working days in case of death in the immediate family. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren and shall include parents and siblings of the employee's spouse. Such leave shall not be deducted from any other accumulated leave.

(b) Time off with pay, not to exceed one (1) day, shall be allowed in the event an employee is selected to be a pallbearer in a funeral and/or is required to perform Color Guard activities as an active member of the United States Armed Forces, including reserve forces. Additional time off may be taken from personal or vacation leave with the approval of the Director.

11.2 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked.

11 -3 Notice. An employee using jury duty or funeral leave shall notify the Employer of such intent as soon as the necessity for such leave is known.

11.4 Unpaid leave for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Employees shall submit a written request for personal leave to the Library Director, who may approve or disapprove such leave with the consent of the President of the Library Board. All personal leaves shall be without compensation.

(a) Application for Leave. Any request for a leave of absence without pay shall be submitted, in writing, by the employee to the Director or his or her designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Director or his or her designee, and it shall be in writing.

(b) A request for a leave not exceeding one (1) month shall be answered within five (5) work days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) work days.

(c) Employees shall be returned to the position in their department if the leave is for sixty (60) calendar days or less and to their classification in their department if the leave is in excess of sixty (60) calendar days.

(d) Union Business. Employees elected to a local union office or selected by the local union to work which takes them from their employment with the Employer, shall, at the

written request of the Union, be granted a leave of absence not to exceed six (6) months. Such leaves may be extended or renewed for any reasonable period.

(e) Parental Leaves. Parental leaves not to exceed six (6) months shall be granted at the request of the employee for the birth or adoption of the employee's child. Such leaves may be extended or renewed for any reasonable period.

(f) Educational Leaves. Educational leaves of absence shall be granted in accordance with the personnel regulations.

## ARTICLE XII. RESPONSIBILITY OF EMPLOYMENT.

### 12.1 Prohibitions

No person shall knowingly make any false statement, certificate, mark, rating or report in regard to any test, certificate, or appointment held under the library's personnel system or in any manner commit or attempt to commit any fraud preventing the impartial execution of the provisions of this resolution. No person seeking employment or promotion in the library's service shall either directly or indirectly give, render, or pay any money, service, or other valuable consideration to any person for or on account of or in connection with his/her test, proposed appointment, promotion or proposed promotion.

### 12.2 Conflict of Interest

It is expected that every employee shall exercise good judgment in avoiding involvement with conflicting outside business interests. These include, but are not limited to:

- (a) Those in which an employee has financial interest in, or receives benefit from, a business in which he/she occupies a position which may enable him/her to influence the placing of library business.
- (b) Those in which he/she accepts full or part-time work elsewhere, where such activity interferes with his/her duties and job performance.

## ARTICLE XIII. WAGES

13.1 Employees shall receive raises as reflected in the attached salary schedule marked Appendix A-1 2014 Wages; and Appendix B-1 (Longevity).

13.2 Call Time. Any full-time employee called to return back to work after his/her regularly scheduled shift shall be paid for a minimum of four (4) hours.

13.3 The following educational reimbursement pay shall be established beginning with the signing of the contract: Employees may be reimbursed for tuition and other expenses

as approved for courses in library science and other related fields when such courses are required or approved by the Library Director and the Employer.

13.4 Employees shall receive an additional \$0.50 per hour for all hours worked on any Sunday.

13.5 Employees promoted in classification shall receive a minimum 5% increase to the closest step and will be eligible for longevity pay based on total Library seniority.

#### ARTICLE XIV. OVERTIME

14.1 Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for work performed in excess of the normal work week of forty (40) hours. Compensated leave shall be considered worked hours for the purpose of determining eligibility for overtime compensation.

14.2 Overtime work shall be distributed as equally as practicable to qualified employees.

14.3 Employees have an obligation to work overtime at the request of the Employer.

14.4 Overtime shall be calculated to the nearest fifteen (15) minutes.

#### ARTICLE XV. GRIEVANCE PROCEDURE

15.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation of application of the specific terms and conditions of this Agreement. An employee has the right to have Union representation.

15.2 Organization Representatives. The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.

15.3 Processing of Grievance. If the employee and the employee representative have notified the designated supervisor, the employee and the aggrieved employee's representative shall be allowed a reasonable amount of time without loss in pay, if the grievance is investigated and presented to the Employer during the normal working hours.

15.4 Grievance Procedure. Grievances shall be processed in the following manner:

STEP 1. The Union Steward with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the employee's knowledge of its occurrence. The supervisor shall respond within five (5) work days.

STEP 2. If the grievance is not settled in Step 1, it shall be referred, in writing, to the Library Director or his/her designee within ten (10) working days after the designated supervisors answer in Step 1. The department head or his designee shall discuss the grievance within ten (10) working days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Library Director or his/her designee and the Union. If no settlement is reached, the Library Director or his/her designee shall give written answer to the Union within ten (10) days following their meeting.

STEP 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union, in writing, to the Employer or its designee within ten (10) working days after the department head or his/her designees answer in Step 2. A meeting between the Employer or its designee and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the President of the Library Board or his/her designee and the Union. If no settlement is reached, the Employer or its designee shall give written answer to the Union within ten (10) working days following the meeting.

STEP 4. Choice of Remedy. If after Step 3, the grievance remains unresolved, an employee must choose, in writing, an avenue of remedy as follows:

If an employee pursues a dispute arising from any provision covered in this Agreement through any available appeal procedure other than the grievance procedure, the employee shall be prohibited from making any further appeal under the remaining steps of this grievance procedure unless precluded by law.

STEP 5. If the grievance is not settled in Step 3, it may be submitted to the Minnesota Bureau of Mediation Services by mutual consent.

STEP 6. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within ten (10) working days after the Union's receipt of the Employees written answer in Step 3, as provided in Minnesota's Statutes, Section 179A.21. The selection of an arbitrator shall be made in accordance with the *Rules Governing the Arbitration of Grievances* as established by the Public Employment Relations Board.

(a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by

the Employer or its designee and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.

(b) The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing of the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. 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, ordinances, or rules and relations having the force and effect of law. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merit.

(c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for such a record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

15.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any agreed to extension, the employee and the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step. The term "working days" as used in this Article shall mean the days Monday through Friday, exclusive of holidays.

15.6 Grievance Representative. Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

15.7 Record. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

## ARTICLE XVI. DISCIPLINE

16.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand
- b. written reprimand
- c. suspension

- d. demotion
- e. discharge

16.2 Suspensions, demotions and discharges will be in written form.

16.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.

16.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Library Director or his or her designee.

16.5 An employee receiving such discipline may submit the disciplinary action to the grievance procedure beginning at Step 2.

16.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such a questioning.

## ARTICLE XVII. SENIORITY/LAYOFF

17.1 Library seniority means an employee's length of continuous service with the Employer as measured by cumulative hours worked.

17.2 Classification seniority means the length of continuous service in a particular classification.

17.3 On January 1 and July 1, the Employer or its designee shall establish a seniority list. The list shall contain the name of each Employee in the order of classification seniority and shall also reflect each employee's date of classification and library seniority.

17.4 A reduction of the work force will be accomplished by classification in reverse order of classification seniority provided all probationary and temporary employees in the classification(s) where the layoff occurs are laid off first. In the event of layoffs or a reduction of the work force employees may exercise their library seniority rights to a job classification of a higher, the same, or lower pay within the bargaining unit provided that all job relevant qualifications between employees are equal.

17.5 Employees shall be recalled from layoff according to seniority and job classification. No new employee shall be hired for a job classification in which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within twenty-four (24) months of said layoff. The Library Director will notify employees on layoff to return to work by registered mail

at the employee's last recorded address. The employee must return to work within three (3) weeks of receipt of this notice to be eligible for reemployment.

17.6 An employee being laid off retains seniority in the bargaining unit for two (2) years. Employees shall be recalled from layoff according to their seniority. Notice of recall shall be sent to employees at their last known address by registered mail. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment. No new employee shall be hired, in a classification where employees are on layoff status until all employees on layoff status in the classification desiring to return to work have been recalled.

#### 17.7 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

### ARTICLE XVIII. WORK FORCE

18.1 Any vacancy or newly created position in a department will be posted in a conspicuous place in all departments where employees within the bargaining unit work. Such notice shall be posted for at least five (5) work days prior to filling such vacancy or newly created position. Whenever practicable, vacancies shall be filled from among the present employees in the department, giving first consideration to seniority and qualifications. If it becomes necessary in filling a vacancy to bypass an employee's seniority, reasons for said denial shall be given, in writing, to such employee. The Employer or its designee agrees to meet and confer with the Union over a reduction in classification prior to reducing the classification for a vacancy which has not been posted.

### ARTICLE XIX. INSURANCE

19.1 A. Employer will contribute up to \$1,176.86 per month per employee for group health insurance including dependent coverage.

B. The Employer will contribute \$42.10 per month per employee for group dental insurance including dependent coverage.

19.2 The Library shall provide a twenty thousand dollar (\$20,000) term life insurance policy for all employees regularly scheduled to work 20 hours per week or more.

19.3 The Employer shall send Union Representatives a schedule listing insurance renewal and plan design LMC meetings. If LMC meeting dates are not determined in advance, the Employer shall send to Union Representatives, in a timely manner, the next scheduled LMC meeting date.

19.4 Affordable Care Act: In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and



the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes, or fines for the Employer.

## ARTICLE XX. GENERAL PROVISIONS

20.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of age, race, creed, gender, color, religious belief or political belief, sexual or affectional preference.

20.2 Union Use Of Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.

20.3 The Employee agrees to recognize stewards and alternates as certified by the Union subject to the following stipulations:

(1) Employee Union officers shall be granted a reasonable amount of time off without pay during work hours for Union business, provided they notify their designated supervisor.

(2) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of the employees.

(3) The Union will notify the Employer, in writing, of the designated steward and alternate and of the other designated representative of the Union. The Union will notify the Employer of any changes in designation within ten (10) working days of the change.

20.4 Contract Negotiations. Up to two members of the Union will be allowed time with pay for the purposes of contract negotiations whenever negotiations are scheduled during regular working hours.

20.5 Work Rules. The Employer shall have the right to establish reasonable work rules and personnel policies which shall be equitably and uniformly applied. Prior to the effective date, any work rule or policy shall be posted on all bulletin boards for a period often (10) consecutive work days. In addition, copies shall be furnished to the Union and when effective, all existing rules and policies shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired.

20.6 The Employer will provide all in-service training required by the Employer at the Employer's expense.

20.7 Any subject matter placed in the employee's personnel file which could be

detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing. Such matters shall be a proper subject for the grievance procedure. All materials in an employee's file shall be available for the employee's inspection.

20.8 Mileage. The library will reimburse employees for the use of personal automobiles for authorized library business at the rate set by the Internal Revenue Service. The increase will become effective on the date the new rate is announced by the IRS.

20.9 Work Out of Classification. An employee who is specifically assigned to perform work which is in a higher classification for ten (10) consecutive days or more shall be paid at the higher classification retroactive to the first day of working at the higher classification.

20.10 Adding New or Existing Job Classifications. If new classifications or existing classifications are added, the Employer or its designee agrees to meet and negotiate over the wages with the Union.

## ARTICLE XXI. SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the Article, Section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE XXII. EMPLOYER AUTHORITY/EMPLOYEE RIGHTS

### 22.1 Employer Authority

(a) The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

(b) Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

(c) Prior to contracting or subcontracting any work performed by employees covered by this Agreement, the Employer or its designee agrees to meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions covered by this Agreement.

### 22.2 Employee Rights

(a) Employees shall have the right, freely and without fear of penalty or reprisal by the Employer to join and participate in the Union.

(b) Employees choosing to participate in the internal affairs of the Union as an officer, steward or other capacity, may do so without fear of reprisal by the Employer for such participation consistent with the employee's job duties and responsibilities and the provisions of this Agreement.

### ARTICLE XXIII. WAIVER

This Agreement shall present the complete agreement between the Union and the Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete 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 term 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 or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

### ARTICLE XXIV. TERMINATION

This agreement shall be effective as of January 1, 2016, and shall remain in full force and effect through December 31, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by November 1, 2017, that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2016.

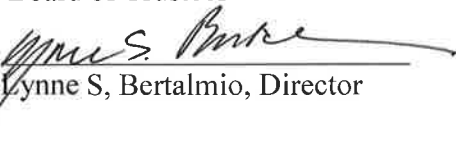
**EMPLOYER**

By:



Mike Keliher, President  
Board of Trustees

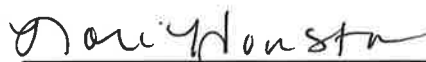
By:



Lynne S. Bertalmio, Director

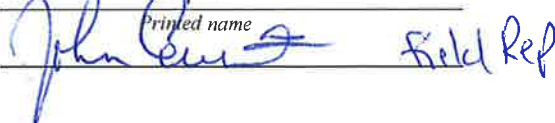
**UNION**

By:



Lori Houston

Its:



printed name

By: Susan E. Hedin  
Susan Hedin  
*Printed name*

Its: Susan E. Fremming

By: Susan E. Fremming  
  
*Printed name*

Its: \_\_\_\_\_

2016 Schedule A

| <b>Classification</b>             | <b>Entry</b> | <b>1040 Hours</b> | <b>2080 Hours</b> | <b>4160 Hours</b> | <b>6240 Hours</b> |
|-----------------------------------|--------------|-------------------|-------------------|-------------------|-------------------|
| Aide                              | 13.58        | 14.26             | 14.97             | 15.25             | 16.50             |
| Custodian I                       | 17.31        | 18.43             | 19.54             | 20.62             | 21.71             |
| Custodian II                      | 19.07        | 20.26             | 21.49             | 22.67             | 23.85             |
| Library Assistant I               | 17.75        | 18.88             | 20.00             | 21.09             | 22.23             |
| Library Assistant II<br>Secretary | 18.78        | 19.97             | 21.12             | 22.29             | 23.46             |
| Library Associate                 | 21.31        | 22.65             | 23.97             | 25.33             | 26.65             |
| Librarian I                       | 24.70        | 26.25             | 27.77             | 29.32             | 30.87             |

## 2017 Schedule A

| <b>Classification</b>             | <b>Entry</b> | <b>1040 Hours</b> | <b>2080 Hours</b> | <b>4160 Hours</b> | <b>6240 Hours</b> |
|-----------------------------------|--------------|-------------------|-------------------|-------------------|-------------------|
| Aide                              | 13.95        | 14.65             | 15.38             | 15.67             | 16.95             |
| Custodian I                       | 17.79        | 18.93             | 20.08             | 21.19             | 22.31             |
| Custodian II                      | 19.59        | 20.82             | 22.08             | 23.29             | 24.51             |
| Library Assistant I               | 18.23        | 19.40             | 20.55             | 21.67             | 22.84             |
| Library Assistant II<br>Secretary | 19.29        | 20.52             | 21.70             | 22.90             | 24.11             |
| Library Associate                 | 21.90        | 23.27             | 24.63             | 26.02             | 27.38             |
| Librarian I                       | 25.38        | 26.98             | 28.53             | 30.13             | 31.72             |

Schedule B  
Longevity Scale 2015

| Monthly Longevity Payments   | After 10,400 Hrs.<br>5 Yrs. |     | After 20,800 Hrs.<br>10 Yrs. |     | After 31,200 Hrs.<br>15 Yrs. |  | After 41,600 Hrs.<br>20 Yrs. |  |
|--|-----------------------------|-----|------------------------------|-----|------------------------------|--|------------------------------|--|
|  |                             |     |                              |     |                              |  |                              |  |
| Aide   | 56                          | 110 | 165                          | 196 |                              |  |                              |  |
| Custodian I  | 60                          | 118 | 177                          | 212 |                              |  |                              |  |
| Custodian II   | 60                          | 118 | 177                          | 212 |                              |  |                              |  |
| Library Assistant I  | 61                          | 121 | 180                          | 216 |                              |  |                              |  |
| Library Assistant II<br>Secretary  | 64                          | 128 | 192                          | 231 |                              |  |                              |  |
| Library Associate  | 72                          | 144 | 216                          | 261 |                              |  |                              |  |
| Librarian I  | 84                          | 168 | 251                          | 303 |                              |  |                              |  |
| Part-time employees shall be paid on a pro-rata basis as determined by dividing the appropriate monthly longevity pay by 173.3 hours and multiplying the result by the hours worked per month. |                             |     |                              |     |                              |  |                              |  |