

**AGREEMENT BETWEEN
GREAT RIVER REGIONAL LIBRARY BOARD**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL NO. 65**

**Library Services Coordinator Unit – Local 1345
(formerly known as Branch Manager)**

Upon GRRL Board Approval through December 31, 2022

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PREAMBLE

This Agreement is entered into by Great River Regional Library, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65, Local Union No. 1345, AFL-CIO, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

- Assure sound and mutually beneficial working and economic relationship between the parties hereto; and
- Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 1. RECOGNITION

- 1.1 **Recognition.** The Employer recognizes the Union as the sole exclusive bargaining agent for all Library Services Coordinators (formerly known as Branch Managers) employed by the Great River Regional Library, St. Cloud, Minnesota who are public employees within the meaning of Minnesota Statutes § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.
- 1.2 **Agreement.** The Union recognizes the Great River Regional Library Board as the Employer and the designated representative of the Employer shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided for in this Agreement. No Agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer or Union unless the witnessed signature of the Employer's and Union's designated bargaining representatives are affixed thereon.

ARTICLE 2. UNION SECURITY

- 2.1 **Deduction of Dues and Fair Share Fee.** In recognition of the Union as the exclusive representative the Employer shall:
- 2.11 After thirty (30) days of employment, deduct Union dues from the pay of those employees who authorize in writing that such deduction be made.
- 2.12 Deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.
- 2.13 Remit monthly such deductions to the designated officer of the Union with a list of the names of the employees from whose wages deductions were made.
- 2.14 The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

- 2.2 **Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments or cost to the Employer including Employer attorney fees for actions brought or issues against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 2.1 of this article.
- 2.3 **Union Representative Access to Premises.** 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 obtain permission from the Employer's designee. Union representatives will not interfere with the work of employees. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.
- 2.4 **Bulletin Boards.** The Employer shall make space available for a bulletin board for the posting of Union notices and announcements at the St. Cloud, Little Falls and Buffalo libraries. Union will submit all proposed postings to the Employer designated representative for review prior to posting.
- 2.5 **Employee Notification.** The Union may notify employees at work of Union notices and announcements by United States mail.
- 2.6 **Union Stewards.** The Union may designate up to six (6) employees from the bargaining unit including officers of the Union as stewards, and shall, within seven (7) days of such designation, certify to the Employer, in writing, the names of the designated stewards.
- 2.7 **Investigation of Grievances.** Stewards and other employee union officers shall not leave their work stations without prior permission from their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation of grievances. Permission may be withheld if the Employer in its discretion does not receive sufficient notice from the employee to provide coverage. Union stewards or Union officers may elect to use PTO or time off without pay.

ARTICLE 3. EMPLOYER AUTHORITY

- 3.1 **Retained Rights.** It is recognized by both parties as expressly stated herein, that the Employer shall retain rights and authority necessary to operate and direct the organization, including, but not limited to the provisions of Minnesota Statutes 179A.07, subd. 1; which include but are not limited to: directing the workforce, policy, the functions and programs of the Employer, its overall budget, utilization of technology, its organizational structure and the selection, direction and number of personnel and to perform any inherent managerial right not specifically limited by this Agreement.
- 3.2 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. The foregoing enumeration of Employer's rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not specifically delegated in this Agreement or restricted by state or federal law.

- 3.3 **Contracting Out.** Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Employer to contract out bargaining unit work. In the event the Employer elects to contract out bargaining unit work that will result in the layoff of bargaining unit employees, the Employer will to the extent practicable, provide twenty (20) days written notice to the Union and upon subsequent five (5) day written request by the Union, meet and confer regarding the impact on laid off employees.

ARTICLE 4. HOURS OF WORK

- 4.1 **Work Schedules.** Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer. Nothing herein shall be construed as a guarantee of the number of hours of work per day, per week or per year. Branch schedules shall be approved by the Library Services Coordinators immediate supervisor, or designee.
- 4.2 **Change of Work Location.** The Employer will handle changes of work location in accordance with Employer policy 2C.2 Transfers.
- 4.3 **Meal Breaks.** Employees who are scheduled to work six and one-half (6 ½) or more consecutive hours are eligible for a one-half (1/2) hour unpaid duty-free meal break. For employees working less than eight (8) hours the meal break may be eliminated with the employee's agreement or based on public service needs.
- 4.4 **Rest Breaks.** The Employer will provide rest breaks consistent with Minnesota statutes. Employees are eligible for a duty-free paid rest break not to exceed twenty (20) minutes within each four (4) consecutive hours of work. Rest breaks will be taken based on public service needs.
- 4.5 **Reporting Absences.** Illness and personal emergencies must be reported to the employee's supervisor as early as possible in the workday but at a minimum of one (1) hour prior to the beginning of a scheduled shift. Under the circumstances of this provision, employees are not required to find their own replacement.
- 4.6 **Banked Hours.** Upon approval of the Employer, if an employee works less than their regular scheduled hours in any given week, the employee may bank those hours to be used within the fiscal year based on the needs of the public and their branch library.

ARTICLE 5. OVERTIME

- 5.1 **Overtime.** Employees shall be compensated at the rate of one and one-half times the regular rate of pay for all approved work time in excess of forty (40) hours per work week. All overtime and extra time must be approved in advance by the Director or designee.
- 5.2 **Phone Calls from Employer While Off Duty.** Employees who are called by the Employer regarding work related matters while off duty shall receive a minimum of fifteen (15) minutes pay, in fifteen (15) minute increments if the phone call exceeds fifteen (15) minutes. Any time exceeding the first fifteen (15) minutes will be rounded up or down based on the accepted rounding principles.

ARTICLE 6. PTO (Paid Time Off)

6.1 **Eligibility.** Employees shall be eligible for PTO in accordance with Employer policies.

PTO may be utilized by an employee subject to necessary request and approval by the Employer so that customer services and work requirements are not adversely impacted.

6.2 **PTO Eligibility and Availability.** PTO is earned, in advance, on a pay period by pay period basis and may be taken in full up through the last pay period worked and up through the last full day earned.

A maximum of three (3) days of PTO is available for an employee's use during their first six (6) months of service. Employees who need to take more than three (3) days off during the first six (6) months of service may request time off without pay. After an employee has been in the continuous service of the Employer for a period of six (6) full months, the remaining accrued PTO will be available for use.

6.3 **Accrual Rates and Maximums.** PTO benefits shall be accrued at the following rate for full- time staff. Part-time employees are awarded PTO at the same rate of accrual as full-time staff, except that their accrual and maximum carry-over is prorated based on hours worked. All compensated hours shall be considered as hours worked for the purpose of accruing PTO.

Years of Service	Annual Accrual Rate Prorated (hours/days)	Accrual Rate Formula (hours earned per hour worked)	Max Carry-Over Prorated (hours/days)
0-4	144/18	.0693	288/36
5-9	184/23	.0885	368/46
10-20	224/28	.1077	448/56
21	232/29	.1116	464/58
22	240/30	.1154	480/60
23	248/31	.1193	496/62
24	256/32	.1231	512/64
25+	264/33	.1270	528/66

No employee shall accrue more than thirty-three (33) days prorated of PTO annually. PTO will be forfeited when an employee reaches the maximum carry-over.

Proration Formula = Budgeted weekly hours divided by five (5).

PTO is accrued per pay period and may be used subsequent to being earned in increments of:

- Employees may use PTO in increments of not less than thirty (30) minutes.
- PTO used in amounts greater than thirty (30) minutes may be used in fifteen (15) minute increments.

When the employee's length of service reaches the next higher rate of accrual, accrual at the new rate will be effective as of the date of eligibility.

PTO shall not accrue during a period of unpaid leave of absence.

- 6.4 **Using and Requesting PTO.** PTO may be utilized for any purpose, subject to necessary request and approval procedures. Requests for non-emergency use must be made as far in advance as practical. Non-scheduled PTO requests shall be reported as described in Article 4, subsection 4.5. The employer will attempt to respond to PTO requests of one (1) week or more within fourteen (14) business days.
- 6.5 **PTO Credit for Prior Experience as Library Services Coordinator.** Newly hired or promoted employees who have prior experience as a Library Services Coordinator will be credited for their prior experience in the amount of PTO they earn per hour worked. Prior experience must be verified and there must be less than a one (1) year break in employment prior to being employed or promoted by the Employer. This credit shall not exceed five (5) years.
- 6.6 **PTO Pay Out Upon Severance of Employment.** Upon separation of employment from the Employer, the employee will be paid for any earned PTO at their current rate of pay for any PTO earned through the day of separation, provided the employee has completed six (6) months of employment.
- 6.7 **PTO Cash-Out or Conversion Options, Extended Sick Leave Bank (ESLB), and Donating PTO.** These benefits will be administered in accordance with federal and state law and the Employer Paid Time Off (PTO) Plan policy.
- 6.8 **Extended Sick Leave Bank (ESLB) Pay Out Upon Retirement.** Upon separation of employment from the Employer due to retirement (as defined by the Public Employees Retirement Association (PERA)), the employee will be paid twenty-five percent (25%) of accrued, unused ESLB time up to a maximum of thirty (30) days at that employee's straight time hourly rate of pay on their last day of employment.

ARTICLE 7. HOLIDAYS

- 7.1 **Holidays.** The following days shall be paid holidays:

New Year's Day – January 1
 Martin Luther King Day – Third Monday in January
 Presidents' Day – Third Monday in February
 Memorial Day – Last Monday in May
 Independence Day – July 4
 Labor Day – First Monday in September
 Veteran's Day – November 11

Thanksgiving Day – Fourth Thursday in November
Christmas Eve Day – December 24
Christmas Day – December 25

When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following day will be a holiday. When Christmas Eve falls on a Sunday, the preceding Saturday will be a holiday. When Veteran's Day falls on a Saturday, the preceding Friday will be a holiday in conjunction with other governmental offices.

- 7.2 **Early Closings.** In addition to the above provisions for "holidays," the following shall be observed:

Headquarters and all branches observing open hours shall close at:

5:00 p.m. on December 31.

5:00 p.m. on the evening before July 4 if July 3 falls on Monday, Tuesday, Wednesday, Thursday or Friday.

5:00 p.m. on the evening before Thanksgiving.

The closings outlined above are not holiday time. Employees scheduled to work hours beyond 5:00 p.m. shall be scheduled for earlier hours on the same day or if that is not possible, other hours during that pay period. Employees may elect to take PTO for those hours instead of a schedule change, take time off without pay, or, upon prior approval by the Employer, work those hours lost within the same budget year at a later date.

- 7.3 **Holiday Observance.** Based upon prior approval by the employer, employees may be granted a prorated day off in lieu of holiday pay for holidays that occur on a day they are not regularly scheduled. This day must be taken within the pay period in which the holiday occurs unless otherwise approved by the employer.
- 7.4 **Part-Time Employees.** Part-time employees will receive pro-rated pay for the holiday based on scheduled hours as budgeted. If this results in a loss of hours during a particular week, part-time employees may elect to take PTO for those hours instead of a schedule change, time off without pay, or upon prior approval by the Employer, work those hours lost within the same budget year at a later date.
- 7.5 **Personal Holiday.** One (1) personal holiday per year shall be taken by an employee upon approval of the employee's supervisor. The personal holiday may be taken in conjunction with another holiday or with PTO. Should an employee be separated from employment, the employee shall not be reimbursed for the personal holiday not taken. The personal holiday is granted for the period of each fiscal year and must be taken during that same period.

Personal holidays do not accumulate. A personal holiday must be taken as one day; it cannot be split up into hours. Part-time employees will receive a prorated personal holiday based on the proration formula as defined in Section 6.3.

ARTICLE 8. PERSONNEL POLICY MANUAL

Except in exigent circumstances, the Employer agrees to notify all employees, via the Daily News or similar means, of any proposed changes to the Personnel Policy at least (seven) 7 days prior to adoption by the Board of Trustees.

ARTICLE 9. LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence in accordance with Employer policy and state and federal law as outlined below.

- Bone Marrow/Organ Donor Leave
- Jury Duty Leave
- Educational Leave
- Family Medical Leave of Absence
- Military Leave
- MN Parental Leave
- MN School Conference and Activities Leave
- MN Sick Child Care Leave
- Personal Leave
- Voting Leave

ARTICLE 10. INSURANCE

10.1 **Employer Contribution.** The Employer shall provide a set monthly contribution, as approved by the Board of Trustees annually in the same amount as that set for non-union employees, regularly scheduled to work thirty (30) or more hours per week to purchase benefits. This set dollar amount is prorated based on scheduled hours.

10.2 **Employer Contribution Distribution.** The plan or plans to which the amount is contributed (the Section 125 cafeteria plan and/or the retiree-only HRA) is determined by whether an eligible employee enrolls in GRRL's group health insurance or not. The set dollar amount is reviewed annually during the budget process by the GRRL Board of Trustees. The primary goal of this allotment is to provide single health, dental and life insurance coverage. However, this money can be used toward the following benefits based on individual employee needs and meeting the qualifications for eligibility of the benefit.

- Health Insurance (requires a minimum contribution)
- Dental Insurance
- Basic Life Insurance
- Vision
- Health Savings Account (HSA)
- Retiree-Only Health Reimbursement Arrangement (automatic contribution if declining GRRL health insurance)
- Flexible Spending Account (Health Care, Dependent Care and Limited Scope Health Care)

- Long Term Disability
- Short Term Disability
- Taxable earnings (as determined by the Board)
- Additional voluntary health and accident benefits as determined by the Board

10.3 **Opt Out.** Employees may decline participation in the health and dental plan. However, to decline health insurance, proof of existing coverage is required. Single life insurance coverage is required.

10.4 **Continued Coverage After Retirement.** Retirees will be provided the opportunity to continue their coverage as provided by and in accordance with Section 471.61 of the Minnesota Statutes. Premiums for such coverage shall be the exclusive responsibility of the retired employee.

10.5 **Voluntary Benefits.** The Employer provides eligible employees, based on their scheduled hours per week, the opportunity to elect voluntary insurance and retirement benefit coverage at a cost to the employee. Voluntary Insurance options include:

- Long Term and Short Term Disability Insurance (minimum schedule of twenty (20) hours per week)
- Flexible Spending Accounts (minimum schedule of thirty (30) hours per week)
- Limited Scope Health Flexible Spending Account (schedule of between 8 and 29 hours per week)
- Dependent Care Flexible Spending Account (schedule of between 8 and 29 hours per week)
- Deferred Compensation
- Group Decreasing Term Life Insurance

All voluntary insurance benefits will be administered in accordance with Employer policy.

10.6 **Affordable Care Act.** In the event 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, a tax or fine, the Union and the Employer will meet immediately to bargain over the alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 11. REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

Definitions:

- Home Library – the primary library assigned to the employee by GRRL. No reimbursement for mileage will be paid to or between home libraries or between any home library(ies) and the employees residence. No reimbursement for transit time will be paid to or between any home library(ies) except shared branches within your regular schedule.
- Secondary Library(ies) – designated for mileage reimbursement purposes only, secondary libraries are additional libraries assigned to the employee by GRRL within 20 miles of the employees' home library(ies). No reimbursement for mileage or transit time will be paid to or between any secondary library(ies).

Library staff will be assigned a home library(ies) within the GRRL region and may be assigned secondary libraries. Mileage and transit time to and from work at those location(s) will not be reimbursed. Library staff will receive mileage reimbursement from their home library(ies) or residence (whichever is less) to a temporary work location equal to the Internal Revenue Service (IRS) mileage rate.

Those employees will be paid based on a designated mileage and time matrix (see procedures).

11.1 – Approved Library Business

Employees who use their personal vehicles for approved library business (to attend authorized meetings or perform required job functions) will receive mileage reimbursement equal to the IRS mileage rate. This payment shall not apply to travel between an employee's residence and home or secondary library(ies). This rate does not apply to substitute shifts (see 11.2).

Staff who use their own vehicles for library business will be reimbursed for travel time and mileage, equal to the IRS mileage rate, between library locations if the employee is assigned by GRRL to work in more than one location during a day. If the temporary work location is the last location worked for the day, staff will be reimbursed for transit time and mileage to return to their home library(ies) or home, whichever is less. Those employees will be paid based on a designated mileage and time matrix (see procedures). This does not apply to substitute shifts (see 11.2).

Travel time will be paid, regardless of use of personal vehicle or library vehicle as follows:

- Travel time to meetings and trainings.
- Travel time to a location other than your home or secondary libraries to deliver a program.
- Travel time between shared branches within your regular schedule.

11.2 – Approved Substitute Shifts

Employees who use their personal vehicles for approved substitute shifts will receive mileage reimbursement equal to the IRS mileage rate. This payment shall only apply to travel between an employee's residence or home library and the substitute shift filled outside of the assigned secondary libraries. Payment shall not apply to travel between an employee's residence and home library(ies) or secondary library(ies).

- Travel time to fill a substitute shift will not be paid except in cases where an employee works a regular shift at their home library and an adjoining substitute shift in the same day.

ARTICLE 12. PROBATIONARY PERIODS

The first six (6) months of employment of an employee shall be regarded as a probationary period. The Employer reserves the right to terminate an employee's employment at any time during the probationary period and such action shall not be grievable pursuant to the Grievance Procedure of this Agreement.

ARTICLE 13. SENIORITY AND LAYOFF

- 13.1 **Definition.** Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's last date of hire. An employee's continuous service record shall be broken by separation from service by reason of resignation, discharge for cause, retirement, death, absence from work for one day or more without notification of the Employer or failure to return when recalled from a layoff.

Seniority shall be granted to employees upon successful completion of their probationary period served as a Library Services Coordinator. Unless otherwise provided herein, seniority shall apply only for the purpose of calculating benefit accrual.

- 13.2 **Layoff.** In the event of a Library Services Coordinator being laid off due to the closing of a branch or the elimination of a position, the affected Library Services Coordinator may accept the layoff or they may utilize their Library Services Coordinator seniority to bump the least senior Library Services Coordinator. There shall be no further bumping. Employees shall be given a minimum of fourteen (14) days written notice of layoff.
- 13.3 **Shared Branch Management.** In the event of the shared management of two branches, the incumbent Library Services Coordinator(s) may apply for the shared management vacancy. If the incumbent Library Services Coordinator(s) is/are not selected for the shared management position, they may utilize their seniority to bump the least senior Library Service Coordinator(s) as stated under 13.2 Layoff. The Library Services Coordinator(s) that is/are ultimately laid off will have the rights to recall as stated under 13.5 Rights of Recall.
- 13.4 **Recall.** Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within ten (10) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer and forfeiture of all rights of recall.
- 13.5 **Rights of Recall.** Recall rights shall cease eighteen (18) months after the employee is laid off or if an employee fails to respond to a recall and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.
- 13.6 **Vacancies and Newly Created Positions.** Vacancies or newly created Library Services Coordinator positions shall be posted by the Employer for a minimum of seven (7) calendar days.

In the event of a consolidation of branches, the new Library Services Coordinator position will be considered a vacancy.

Filling of vacancies shall be at the sole discretion of the Employer and such decisions shall not be subject to the grievance procedure of this Agreement.

ARTICLE 14. DISCIPLINE AND DISCHARGE

- 14.1 **Just Cause.** The Employer shall discipline employees who have completed the probationary period only for just cause.
- 14.2 **Discipline Forms.** Discipline may take any of the following forms in no particular sequence:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension (without pay)
 4. Demotion
 5. Discharge
- 14.3 **Grievance Procedure.** An employee, other than a probationary employee, may appeal discipline as set forth in Section 14.2 through the grievance procedure.
- 14.4 **Union Representation.** An employee may request that a Union representative be present during questioning concerning an investigation that may result in disciplinary action against that employee. The Employer has no obligation to inform the employee of this provision.
- 14.5 **Copies of Discipline.** Employees shall receive copies of any disciplinary action as set forth in Section 14.2 and a copy of such shall be forwarded to the Union Representative unless the employee objects to sending the Union the copy.
- 14.6 **Reasonable Written Notice.** Employees shall have the right to inspect their personnel file per Minnesota law and in the presence of the Employer.

ARTICLE 15. GRIEVANCE PROCEDURE

- 15.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 15.2 **Union Representatives.** The Employer will recognize representatives designated by the Union and the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. The Union shall notify the Employer, in writing, of the names of the Union representatives and of their successors.
- 15.3 **Processing a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time, without loss in pay (during their normal working hours), when a grievance is presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be

detrimental to the work programs of the Employer. All grievances must follow the steps designated herein.

15.4 Grievance Procedure. Grievances, as defined by this article shall be resolved in conformance with the following procedure:

Step 1 - Informal. An employee claiming a violation concerning the interpretation or application of this Agreement, shall within fourteen (14) calendar days after such alleged violation has occurred, or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to the employee's immediate supervisor as designated by the Employer. The supervisor will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2 - Formal. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. Such meeting shall be held within seven (7) calendar days. The Associate Director – Patron Services or designee shall give the Union the Employer's Step 2 answer, in writing, within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Associate Director – Patron Services or designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3 - Director. If appealed, the written grievance shall be presented by the Union and discussed with the Director or designee. Such meeting may be waived by agreement of the parties. The Employer-designated representative shall give the Union the Employer's answer in writing within seven (7) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Director or designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4 - Mediation. If the grievance is not resolved in Step 3 of the grievance procedure, the grievance may be submitted by mutual agreement to the State of Minnesota, Bureau of Mediation Services (BMS) for mediation within ten (10) calendar days after the Employer's answer in Step 3. It is recognized by the parties that the intervention of BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediated resolution only.

Step 5 - Arbitration. If the grievance is not resolved at Step 3 or Step 4, it may be appealed to binding arbitration upon the filing of a "Notice of Intent to Arbitrate" with the BMS and Employer within ten (10) calendar days after the mailing of the Employer's written answer at Step 3 or within ten (10) calendar days after the conclusion of a mediation meeting

under Step 3A of the grievance procedure, whichever is later. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

- 15.5 **Arbitrator's Authority.** 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 and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or 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 regulations 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 on 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 merits. The fees and expenses for Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided, if a grievance is clearly decided in favor of the Union or the Employer, then the losing party shall be responsible for the Arbitrator's fees and expenses; and provided that each party shall be responsible for compensating its own representative 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 record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.
- 15.6 **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, 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.
- 15.7 **Election of Remedies.** Grievances filed by or on behalf of employees who are covered under the provisions of the Minnesota Veterans Preference Act ("VPA") shall not be subject to the arbitration provision of this Agreement where a remedy is being pursued under the VPA. If, as a result of the written Employer's response in Step 3, or conclusion of a mediation meeting in Step 4, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 5 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 5 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used—Step 5 of this Article or an alternative procedure—and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 5 of this Article.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this Section 15.7 shall be null and void.

ARTICLE 16. WAGES

16.1 **Salary Range.** Employees shall be paid in accordance with Appendix A attached hereto and made part of this Agreement.

2020: Effective on the first day of the pay period in which January 1 falls, 2% general wage increase for regular employees not to exceed the maximum of the pay range.

2021: Effective on the first day of the pay period in which January 1 falls, 2% general wage increase for regular employees not to exceed the maximum of the pay range.

2022: Effective on the first day of the pay period in which January 1 falls, 2% general wage increase for regular employees not to exceed the maximum of the pay range.

16.2 **Range Movement.**

2020: Effective on the first day of the pay period in which January 1 falls, a movement within range increase for eligible employees to be determined as follows based on the location of current pay within the pay range:

Quartile 1: 2.0%

Quartile 2: 1.5%

Quartile 3: 1.5%

Quartile 4: up to 1.0% not to exceed the maximum of the range

2021: Effective on the first day of the pay period in which January 1 falls, a movement within range increase for eligible employees to be determined as follows based on the location of current pay within the pay range:

Quartile 1: 2.0%

Quartile 2: 1.5%

Quartile 3: 1.5%

Quartile 4: up to 1.0% not to exceed the maximum of the range

2022: Effective on the first day of the pay period in which January 1 falls, a movement within range increase for eligible employees to be determined as follows based on the location of current pay within the pay range:

Quartile 1: 2.0%

Quartile 2: 1.5%

Quartile 3: 1.5%

Quartile 4: up to 1.0% not to exceed the maximum of the range

Reopener for employer contribution amount if group insurance rate increases affect the ability to cover single health, dental and life insurance for 2022.

ARTICLE 17. MEET AND CONFER

Meet and Confer. During the duration of this Agreement the Employer and Union may mutually agree to meet and confer regarding non-negotiable matters and issues of mutual concern.

ARTICLE 18. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent 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 life 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 in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 20. NO STRIKE/NO LOCKOUT

The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, mass absenteeism, mass resignation, or other interruption of or interference with the operation of the Employer, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event that an employee violates this article, the Union, including officers and stewards, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

The Employer agrees that, during the life of this agreement, it will not engage in an illegal lockout.

ARTICLE 21. TERMINATION AND MODIFICATION

This Agreement shall be effective as of the date of GRRL board approval and shall remain in full force and effect through December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date set forth above that it desires to modify this Agreement.

This Agreement shall remain in full force and effect during the period of negotiations or 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 not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth above. Following the expiration date of this agreement, no salary increases shall be granted until a successor agreement has been ratified by both parties.

GREAT RIVER REGIONAL
LIBRARY BOARD

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 65

By: *Louise M. Wenscher*
Title: Board President

By: *Ryan Espinoza*
Title: Union Rep.

Date: 12-17-19

Date: 12-16-2019

By: *K. Ulsack*
Title: Executive Director

By: *Cyrene Zuster*
Title: Vice President Local 1345

Date: 12-16-19

Date: 12-16-2019

APPENDIX A

Great River Regional Library
Library Services Coordinator Unit
2020 Pay Range

Pay Grade	Classification	Minimum Quartile 1	Beginning of Quartile 2	Beginning of Quartile 3	Beginning of Quartile 4	Maximum
21	Library Services Coordinator	\$21.71	\$23.36	\$25.02	\$26.68	\$28.34

Great River Regional Library
Library Services Coordinator Unit
2021 Pay Range

Pay Grade	Classification	Minimum Quartile 1	Beginning of Quartile 2	Beginning of Quartile 3	Beginning of Quartile 4	Maximum
21	Library Services Coordinator	\$22.14	\$23.83	\$25.53	\$27.22	\$28.91

Great River Regional Library
Library Services Coordinator Unit
2022 Pay Range

Pay Grade	Classification	Minimum Quartile 1	Beginning of Quartile 2	Beginning of Quartile 3	Beginning of Quartile 4	Maximum
21	Library Services Coordinator	\$22.59	\$24.31	\$26.04	\$27.76	\$29.48