

AGREEMENT

between

MARTIN COUNTY

THE MARTIN COUNTY LIBRARY BOARD

and

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

LOCAL UNION NO. 1204C

JANUARY 1, 2017 - DECEMBER 31, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	RECOGNITION	3
II.	DUES CHECK OFF	3
III.	HOURS OF WORK	4
IV.	HOLIDAY PROVISIONS	6
V.	PERSONAL TIME OFF (PTO)	7
VI.	LEAVES OF ABSENCE	12
VII.	SENIORITY	13
VIII.	PROMOTIONS AND FILLING OF VACANCIES	14
IX.	DISCIPLINE AND DISCHARGE	15
X.	GRIEVANCE PROCEDURE	15
XI.	GENERAL PROVISIONS	18
XII.	INSURANCE	18
XIII.	SAVINGS CLAUSE	20
XIV.	WAGES	20
XV.	DURATION	21
XVI.	APPENDIX A	22

ARTICLE I
RECOGNITION

The Martin County Library Board and Martin County, hereinafter referred to as the Employer, recognizes the American Federation of State, County and Municipal Employees, Minnesota Council 65, Local Union No. 1204, Chapter C, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative for collective bargaining purposes for all employees of the Martin County Library whose employment service exceeds the lesser of 12 hours per week or 35% of the normal work week, 67 work days per year, excluding supervisory and confidential employees and pages.

No discrimination shall be exercised against any employees because of status of Union membership or because of race, sex, color, political belief or other protected status.

ARTICLE II
DUES CHECK OFF

Section 1. Dues Deduction

The employer agrees to deduct an amount each pay period sufficient to provide the payment of regular dues and/or other local Union 1204C and Employer approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deductions on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence thirty (30) working days after initial employment with the Employer.

Remit such deduction to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55679) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. Mail. The Union shall provide the formula or schedule, (if applicable), to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic format or via U.S. Mail.

Section 2. Fair Share Fee

The Union may collect an Agency fee or Fair Share fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd 3.

Section 3. Indemnification

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

ARTICLE III
HOURS OF WORK

Section 1. Normal Hours.

The normal hours of work for regular full-time employees shall be seven (7) hours per day or thirty-five (35) hours per week. Evening and Saturday hours when the library is open to the public are considered part of the employee's normal work week; however, employees will not be required to work a disproportionate share of these hours except by preference. Circulation Clerks will be expected to work at least one evening a week as well as some Saturday hours. Other employees may be assigned to evening and Saturday hours when the Circulation Clerks are unable to cover all the necessary hours. Such assignments will be made on the basis of inverse seniority for those employees who are paid above the Circulation Clerk level.

Circulation Desk Clerks may be asked to fill in for other Circulation Desk Clerks when they are absent for sickness, vacation or leave of absence. Those employees may decline to work the requested fill-in hours, but must make themselves available for a reasonable proportion of such hours.

Circulation Desk Clerks and other employees may work as fill-ins for pages, and will be paid for these hours at their usual hourly rate.

Section 2. Overtime and Compensatory Time.

All hours an employee is required to work in excess of forty (40) hours per week shall be considered overtime and compensated for at time and one-half rates. All employees may request compensatory time off in lieu of pay for all hours worked in excess of their normally scheduled workweek. Branch and part-time employees may accumulate as many hours of compensatory time as they are regularly scheduled to work each week. Full-time employees may accumulate 35 hours of compensatory time. If an employee elects compensatory time off, he/she shall select the time off subject to the approval of the Library Director. If an employee has accumulated the maximum allowable hours of compensatory time, he/she must be paid in cash for all hours worked in excess of his/her regular workweek.

If a regularly assigned employee voluntarily chooses to vary his/her work schedule at the Fairmont Circulation desk, he/she may exchange an equal number of hours with another employee during his/her unscheduled time within his/her classification rather than using vacation leave. Such schedule change must be approved by the employer. When regularly assigned employees are unable to work their assigned hours at the circulation desk in Fairmont due to illness, vacation or emergency, replacement workers will be sought according to the following priorities:

1. All employees regularly classified as Circulation Desk Clerks according to their Library seniority.
2. All remaining employees according to their Library seniority.
3. This replacement priority will be followed in replacing the Page's hours when no other Page is available.

A non Circulation Desk employee may request to vary their work schedule and make up any hours approved in the request during the same work week. All requests must be in writing seven (7) days prior to the change and must be approved by the employer or their designated representative.

The Employer shall not be required to offer additional hours of work to employees if it would result in compensation at time and one-half (1-1/2) rates.

All paid hours shall count as hours worked for the purpose of computing overtime hours.

Employees are expected to accept or decline without undue delay when asked to fill in. The time limit for response may vary from ten minutes up to the beginning of the next work day.

Section 3. Lunch and Breaks.

All full-time employees shall be entitled to a one-hour unpaid lunch period to be scheduled at the midpoint of the normal work day; part-time employees who work in excess of four (4) hours per day shall be entitled to this lunch break. All full-time employees shall be entitled to two (2) fifteen (15) minute paid breaks, one (1) to be scheduled at the midpoint of their first part of shift and one (1) to be scheduled at the midpoint of their second part of shift. Part-time employees who work more than three (3) hours per day shall be entitled to a paid break for each three (3) hours segment.

Section 4. Schedules.

Schedules showing each employee's hours of work and days off shall be posted on appropriate bulletin boards seven (7) days in advance of their effective date. Once schedules are posted, they shall not be altered, except by mutual agreement between the Employer and the affected employee.

Section 5. Call Back.

Any employee called back and required to work outside of his/her regular scheduled shift shall be paid for a minimum of two hours of work at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay.

Section 6.

All temporary hours shall count toward the accrual of paid time off (PTO).

ARTICLE IV
HOLIDAY PROVISIONS

Section 1.

All full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving Day
Christmas Eve Close at 12:00 p.m. (noon)	Christmas Day
	Martin Luther King Day

Section 2.

Part-time employees shall be entitled to pro-rata holiday pay for any of the above holidays based on the number of hours worked in the week of the holiday.

Section 3.

When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday shall be observed as the holiday, and when any of these holidays fall on a Saturday, those employees not scheduled for Saturday shall have Friday as the holiday, and those employees normally scheduled to work on the Saturday of the holiday shall observe the holiday on Saturday.

Section 4.

When the Library is scheduled to be open on any of the holidays listed in Section 1 of this Agreement, the Employer shall ask for volunteers to work the holiday. If the Employer cannot secure the number of volunteers required to work the holiday, the holiday hours shall be assigned on the basis of inverse Library seniority subject to library needs. An employee required to work on a holiday shall be compensated at time and one-half (1-1/2) for all hours worked, plus holiday pay.

ARTICLE V
PERSONAL TIME OFF (PTO)

Section 1. It is the policy of Martin County to provide employees necessary paid time away from work. This policy is implemented by means of the PAID TIME OFF (PTO) Plan. Leaves such as funeral leave and military leave are not included in the PTO Plan.

PTO can be utilized for any purpose, subject only to necessary request/approval procedures consistent with labor contract.

Section 2. Accruals

Regular eligible full-time employees will accrue PTO at the rate established below effective January 1, 2007 provided PTO shall only accrue when an employee is on compensated payroll status. Employees who are regularly scheduled to work less than 40 hours per week will accrue on a pro-rated basis. Part-time employees will advance through the schedule when their part-time employment equals the years of full-time employment required for additional PTO days.

Years of Service	Accrual Rate
0-4 years	12.67 hours/month = 19 days/ year
5-7 years	13.34 hours/month = 20 days/year
8-9 years	14 hours/month = 21 days/year
10-12 years	14.67 hours/month = 22 days/year
13-15 years	16 hours/month = 24 days/year
16-19 years	19.34 hours/month = 29 days/year
20+ years	22.67 hours/month = 34 days/year

Section 3. Use of PTO

A. PTO is accrued bi-weekly

B. "Scheduled time off" – (i.e. vacation, personal time off) – is planned time off and needs to be scheduled off with Department Director's approval, subject to necessary request/approval procedures consistent with county's policy.

C. "Non scheduled time off"- unplanned time off (i.e. illness), may be authorized on the basis of application therefore, approved by the Employer, for actual disability due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence. PTO is considered to be non-scheduled when the employee has not provided notice in advance to take the designated time off and the County has approved the request. Non-scheduled PTO use must be requested prior to the beginning of a shift per county policy.

D. Scheduled and Non-scheduled PTO requests may be denied depending on staffing needs.

E. Probationary employees may use PTO the month after it is earned.

- F. Employees are allowed to carry over the greater of 238 hours from year to year, or a maximum carryover of one year's accumulation.
- G. PTO may be used subsequent to the month in which it was earned
- H. PTO may be utilized a minimum of one-hour.
- I. Employees receiving Worker's Compensation may use accrued PTO hours and/or extended sick leave bank hours to make up the difference between the amounts that they receive under Worker's Compensation and their normal net salary in order to receive, but not exceed, a combined amount equal to 100% of their normal daily wage.
- J. PTO covers illness of one to three days. Minimum use of three days of PTO and/or compensatory time before use of "Extended Sick Leave Bank" or "Twelve Day Short Term Disability Bank" for reasons due to illness or injury with Doctors orders. If an employee doesn't have 3 days of PTO and/or compensatory time available, the employee can take 3 days unpaid to fulfill this requirement. Once returning to work after illness or injury, the one to three day PTO use requirements re-starts for each illness that occurs.
- K. In rare cases, where an employee's own serious illness or illness of immediate family (as described in the use of Extended Sick Leave Bank), is causing frequent absences from work, the employee may initiate a request to the County Coordinator to waive the waiting period.
- L. In order to access the Extended Sick leave bank or twelve day short term disability bank the employee must contact their Department Director by the third day of absence due to illness or injury and the Department Director shall notify the County Coordinator of the absence. The employee has the option of utilizing either the Extended Sick Leave or Twelve Day Short Term Disability at his/her choice. The employee may call sooner if there is a medical need by Doctor's orders.
- M. An employee off work for an extended period of time due to illness or injury, who returns to work at a reduced schedule because of medical restrictions, only needs to serve the waiting period at the beginning of the illness.
- N. All other lawful leave policies are subject to request/approval procedures consistent union contract language (i.e. Military, FMLA, and Unpaid Leave).
- O. Funeral leave is not a part of PTO. Refer to necessary request/approval procedures consistent with Union Contract. If an employee wishes to have additional time beyond the allowed funeral leave, they may use PTO with Department Head approval.
- P. An employee who is taking an unpaid leave of absence for other than medical reasons must use all accrued PTO hours before beginning the unpaid leave.
- Q. Option to sell back time off is subject to request and approval procedures consistent with the union contract.

R. An employee may defer up to (10) days of PTO per calendar year if the employee meets the following criteria:

1. Regular full-time status.
2. 20 years of continuous employment with Martin County
3. The employee is earning the maximum annual vacation accrual as per the county PTO policy

The employee must make application to the county coordinator's office on or before January 7th of the year in which participation is requested. Eligible employees wishing to participate shall receive payment for the deferred vacation at their applicable hourly rate of pay added to the December payroll. Standard deductions (Social Security, PERA, Medicare, etc.) shall be deducted.

Section 4. Termination Benefits

Upon termination of employment with Marin County, the dollar value of PTO paid out will be the dollar value of the employee's wage rate at the time of termination X 100% of balance up to 238 hours, or yearly max accrual whichever is greater. If an employee passes away prior to retirement or termination 100% of the PTO balance will be paid to the employee's estate.

Termination pay cannot be used to extend the employee's date of termination beyond the last scheduled workday, unless approved by the employer.

Accrued PTO shall not be paid to employees separating employment during the initial probationary period.

Section 5. Eligibility

All regular full-time and regular part-time Martin County employees who are eligible for benefits are eligible to participate in the PTO program beginning January 1, 2007. Regular part-time employees who are employed as of January 1, 2007 and who are scheduled to work no less than 35% of the normal weekly full time hours are eligible to accrue PTO on a pro-rated basis consistent with county policy and will continue to be eligible to accrue PTO as long as they maintain a work schedule of no less than 35% of the normal weekly full time hours. Employees hired after January 1, 2007 as regular part-time employees must be scheduled to work 20 hours or more per week to be eligible to accrue PTO on a pro-rated basis consistent with county policy.

Temporary, intermittent, seasonal, elected officials and student employees are not eligible for PTO.

Section 6. Participation

All eligible employees.

Section 7. Extended Sick Leave Bank

For employees hired before January 1, 2007 total unused sick leave hours shall be frozen and shall become the Extended Sick Leave Bank which may be used for future illness, injury or disability of the employee, the employee's spouse, son or daughter, ward, parent, grandparent, siblings, and step children, in-laws (defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter or son-in-law), grandchildren, and step grandchildren. Employees utilizing leave under this section may be required to furnish a statement from a medical practitioner upon the request of the Employer.

In the event of each illness, injury or disability, time off may be taken from the Extended Sick Leave Bank or the PTO account, at the employee's choice, after the required three (3) days use of PTO time. In order to access the Extended Sick Leave Bank the employee must contact their Department Director by the third day of absence due to illness or injury.

- A. Employees receiving Worker's Compensation may use the Extended Sick Leave Bank to make up the difference between the amounts that they receive under Worker's Compensation and their normal net salary in order to receive, but not exceed a combined amount equal to 100% of their normal daily wage. Employees electing to use Extended Sick Leave for this purpose may not use PTO for this same purpose.
- B. Pay out of Extended Sick Leave Bank.
Upon severance of employment, an employee or his/her heirs shall receive pay for twenty-five percent (25%) of the extended sick leave bank that the employee has accrued since January 1, 1982. Payment shall be made at the employee's rate of pay at the time of severance.

Section 8. Twelve Day Short Term Disability Bank

At the beginning of each calendar year, the plan will provide each eligible employee twelve days to be used for future illness, injury or disability of the employee, the employee's spouse, or the employee's minor child. In order to access this account, the employee must first use the required minimum use of three days of PTO as described in this policy before use of the twelve day short term disability bank for reasons due to illness or injury with Doctors orders. In order to access the Twelve Day Short Term disability Bank the employee must contact their Department Director by the third day of absence due to illness or injury. Eligible Part-time employees will receive this benefit on a pro-rated basis based on the number of hours they are regularly scheduled. Employees are eligible to use the "Twelve Day Short Term Disability Bank" after successful completion of probationary period.

The Twelve Day Bank account does not accrue from year to year.

Section 9. Short Term Disability (STD) Policy Plan

The STD policy plan provides compensation to the employee when they are unable to work due to a major illness or injury that occurred outside of the worksite. The basics of the plan include:

- A. Eligibility - Those employee groups who are on the PTO plan, regularly scheduled not less than 35% of normal full time hours per week as of January 1, 2007 will be eligible to continue with STD as long as they maintain work hours not less than 35% of normal full time hours per week, and after January 1, 2007 those employees working 20 or more hours per workweek after successful completion of Probationary Period- FOR EMPLOYEES ONLY and may not be used for illness or injury of a family member.
- B. Part Time Employees working less than 35% of normal full time hours as of January 1, 2007 are not eligible and those employees hired after January 1, 2007 who work less than 20 hours per week are not eligible.
- C. If employee is approved for STD Benefit – begins after the 30 day waiting period from the date of occurrence. Does not include preventative treatment leading up to the occurrence.
- D. Full Compensation (pay check) for 60 calendar days (approx. actual work days of 40-43 days depending on the month)
- E. Benefit coordinated with other benefit sources relating to the disability
County continues to provide its health insurance contribution when employee on approved STD leave
- F. PTO Accruals continue while on approved STD Leave
- G. Maternity benefit-typically six week leave.
 - 1. The total six week leave includes the 30 day waiting period (four (4) weeks use of PTO) and then STD provides for remaining two (2) weeks for a total of six (6) weeks benefit, unless doctor's orders for additional time. However, the maximum benefit is the 60 calendar days.

County Board is the final discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the policy. All decision made by the Board are conclusive and binding on all parties.

The County reserves the right to purchase a STD plan equivalent to or better than the general benefits of the current STD plan.

Section 10. Voluntary Long Term Disability

Employees eligible for PTO and for other full-time benefits may voluntarily enroll in the Martin County Long Term Disability Plan per the requirement of the plan offered.

ARTICLE VI
LEAVES OF ABSENCE

Section 1.

All requests for a leave of absence shall be in writing submitted to the employee's immediate supervisor. The request shall state the reason for the leave and the expected duration of the leave. All requests so submitted will be answered by the Employer within a reasonable period of time.

Section 2. Paid Leaves.

A. Bereavement Leave.

An employee shall be allowed up to three (3) days with pay for a death in the immediate family. Immediate family shall be defined as: mother, father, sister, brother, wife, husband, son, daughter, step-children, in-laws (defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter or son-in-law), grandparents, grandchildren, step-grandchildren, or a relative of the employee's household, living in the employee's household. An additional two (2) days may be taken off if necessary and will be charged against the employee's accumulated extended sick leave or against the employee's PTO should extended sick leave be unavailable. One (1) day with pay for the death of a relative outside the immediate family not residing in the employee's household. One (1) day off with pay when an employee is selected as a pall bearer, driver or military honor guard for all funerals outside Martin County or one-half (1/2) day with pay for all funerals in the County of Martin.

B. Educational Leave

Leave shall be granted with pay for educational purposes if such training or education is required by the Employer as a part of the specific career development program.

C. Jury Duty Leave

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they reimburse the County for per diem allowances paid to them for jury service. Employees who are released from jury duty and scheduled to work shall report back to work.

Section 3. Unpaid Leaves of Absence.

A. Personal Leave.

Leave may be granted for personal reasons or purposes up to three (3) months and granted in the Employer's sole discretion.

B. Disability Leave.

Any employee who is disabled due to illness or injury and who has exhausted accumulated extended sick leave shall be granted an unpaid leave of absence for up to twelve (12) months duration. Following the leave of absence, the employee shall be reinstated to their original job or a position of like status and pay.

C. Union Leave.

Leave shall be granted to elected officers or appointed representatives of the Union for the purpose of conducting Union business or attending Union conventions.

D. Family Leave.

Employees will be eligible for Family Medical Leave defined in the Martin County personnel policy handbook, on the same basis and subject to the same requirements as nonunion employees in Martin County.

E. Personal Day.

An employee will be granted unpaid personal leave to a maximum of eight (8) hours per year. Unpaid personal day leave may be taken with the approval of the employer or designated representative.

Section 4.

An employee returning from a leave of absence under any of the above provisions shall be entitled to return to the job which was held at the time the leave was granted. The salary paid to employees following the return from a paid leave of absence shall reflect all increases for which the employee would have been eligible during the period of the leave. Seniority and benefits shall not accrue during an unpaid leave of absence, unless previously agreed to in writing by the Employer and the employee.

ARTICLE VII
SENIORITY

Section 1.

Seniority standing shall be granted to all employees based on their date of hire. All new employees shall be required to serve a twelve (12) calendar month probationary period. During the twelve (12) month probationary period, the Employer shall have the right to discharge an employee at their sole discretion. Upon completion of the probationary period, the employee's seniority date shall be the date of hire.

Section 2.

Library seniority shall be defined as the total number of hours employed with the Martin County Library. Classification seniority shall be defined as the total number of hours employed within a classification with the Martin County Library.

Section 3.

In the event of layoff in any classification of work, the least senior employee within the classification shall be the employee laid off. Employees who work in more than one classification shall have all hours of work counted toward their seniority in any classification in the event of layoff. The employee laid off shall then have the opportunity to bump the employee in any lower or equal classification the employee previously worked in or is currently qualified to fill.. In the event of recall, employees will be recalled in the inverse order of layoff.

Section 4.

Part-time employees shall accumulate seniority on a pro rata basis and may only exercise their seniority based on the number of hours accumulated.

ARTICLE VIII
PROMOTIONS AND FILLING OF VACANCIES

Section 1.

The Employer shall post all vacancies on appropriate bulletin boards for a period of seven (7) working days. The posting shall contain the hours of work, rate of pay, and qualifications for the position. Employees wishing to make application for the posted vacancy shall do so in writing within the seven (7) day posting period. When all job relevant qualifications are equal, the senior qualified employee making application for the vacancy shall receive the posted vacancy.

Section 2.

The successful applicant shall serve a six (6) month trial period provided the position is a promotion. If the applicant in the Employer's opinion cannot perform the job duties of the new position, the employee shall be returned to his/her previous position.

Section 3.

A part-time employee may add hours of another part-time job to his/her job and may apply for full-time jobs for which he/she is qualified. Seniority cannot guarantee such assignment. Seniority will only apply when qualifications are equal.

ARTICLE IX
DISCIPLINE AND DISCHARGE

Section 1.

The Employer agrees that the following procedure is to be used to correct improper job related behavior. Discipline and/or discharge shall be for just cause and shall be one of the following:

- a. Oral warning
- b. Written warning
- c. Suspension (not to exceed 5 days)
- d. Discharge

If there has been no improper job related behavior for a period of two (2) years, all oral and written warnings shall be removed from the employee's personnel file and destroyed.

Section 2.

Employees shall be given a copy of all entries to his/her personnel file at time of entry and shall be allowed to respond thereto.

Section 3.

No written allegation of misconduct or improper job related behavior shall be used as a basis for discipline and/or discharge unless it is included in the employee's personnel file.

Section 4.

Employees may examine their own personnel file at reasonable times without loss of pay.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representative.

The Employer will recognize Union representatives designated by the Union as Stewards having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Stewards and of their successors when so designated.

Section 3. Processing of a Grievance.

It is recognized and accepted by the Union and the Employer that the processing of grievances 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 the Union representative shall be allowed a reasonable time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified the Employer and received their approval.

Section 4. Procedure.

Grievances, as defined in Section 1 of this Article, shall be resolved in conformance with the following procedure:

Informal Step:

The employee and his/her Steward shall discuss with the employee's immediate supervisor the nature of the grievance and attempt to resolve the grievance with the supervisor. If no resolution is reached, the employee may then proceed to the next step.

STEP 1.

An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, with his/her steward, present such grievance in writing to the employee's immediate supervisor, as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt.

STEP 2.

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 the grievance is based, the provisions of the Agreement allegedly violated, and the remedy requested. A grievance appealed to Step 2 shall be so appealed within ten (10) calendar days after the Employer-designated representative's final answer in Step 1.

If appealed, the written grievance shall be presented by the Union and discussed with the Martin County Library Board. The Martin County Library Board shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 3.

A grievance not resolved in Step 2 of the grievance process shall be submitted to the Bureau of Mediation Services. It is recognized by the parties that the intervention of the BMS does not negate the process of an arbitration. The use of the BMS is to possibly mediate a resolution without proceeding to Step 4, Arbitration.

STEP 4.

A grievance unresolved and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of the arbitrator shall be made in accordance with the rules governing the arbitration of grievances as established by the Public Employment Labor Relations Act of 1971, as amended.

Section 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 this Agreement. The arbitrator shall consider and decide, only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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, rules or regulations having the effect and force of law. The decision of the arbitrator shall be binding on both the Employer and the Union, and 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 submitted.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally between 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

Section 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 specific time limit or an agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Union may elect to treat the grievance as being denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE XI
GENERAL PROVISIONS

Section 1.

The Union shall be permitted the use of employee bulletin boards for the purpose of posting matters relating to Union affairs.

Section 2.

Employees temporarily assigned to work in a lower classification shall suffer no reduction in wages. Employees temporarily assigned by the Director to perform work in a higher classification due to an employee absence of a work week or longer shall be paid at the higher classification for all hours worked.

Section 3.

Employees required to attend seminars, conventions, etc., by the Employer, shall be paid their normal rate of pay for all hours away from work, as well as all expenses incurred by the employee for lodging, meals and fees based on personnel policy reimbursement rates. Employees required to utilize their own vehicle for official business shall be reimbursed at the rate set by the County Board.

All affected employees will be notified of all County-wide meetings and/or trainings specifically relevant to that employee and will be paid their normal rate of pay for all hours of attendance with the approval of the Library Director.

Section 4.

When the Main Library or any branch is closed due to inclement weather, or employees are unable to travel safely to their respective work place, employees scheduled to work shall make up their time by work, using compensatory time, or PTO. When the Main Library and every branch is closed due to inclement weather, individuals scheduled to work shall be paid for scheduled hours and will not be required to use compensatory time or PTO.

ARTICLE XII
INSURANCE

Section 1.

The Employer agrees to provide single health insurance or prorated dependent insurance at the County contribution rate for current employees as of January 1, 2002 who are working a normal work week of twenty-eight (28) hours or more.

For the purposes of this Article any employee working 35 or more hours per week will be considered full time and will be eligible for the full Employer contribution.

Effective January 1, 2017 the employer's monthly contribution rate for single coverage and for family coverage shall be the same as it is for the non-union County employees.

As long as participation in the health plan is required by the Employer, the Employer shall pay at a minimum single coverage of the highest deductible plan until a new contract is signed.

Section 2.

Dental insurance will be available, subject to the Dental Provider, with the premium to be paid by the employee.

Section 3.

All employees eligible for health insurance may participate in a Flexible Spending Account in accordance with IRS rules and regulations and any other applicable laws, rules and regulations to pay for items eligible by regulations of such an account.

Section 4.

The Employer shall carry life insurance in the amount of \$20,000 for each full time employee.

Section 5.

Medical, Optical, Dental Reimbursement

Should the Employer approve a medical, optical, dental reimbursement benefit for non-union employees, this bargaining unit will receive the same benefit.

- A. Payment of the medical group insurance premium is a legitimate use of the moneys only if employee is not under the Flex Plan.
- B. Claims must be filed in the Library's Office by the 2nd Tuesday of the month. Payment will be made to the employee with receipt.
- C. New employees, who begin employment other than January 1, shall accumulate monthly increments of one-twelfth of the annual benefit per month.
- D. Upon severance from employment, an employee in good standing will receive only that portion the employee has earned by the time of termination.

Section 6.

Long Term Care. Should the County be allowed to enroll new current employees into long term care coverage, full time employees will be allowed to enroll at the employee's cost.

Section 7.

Eligible employees may participate in the County retiree health insurance program. This program provides County payments towards the premium for single retiree health insurance for eligible employees until the sooner of when the employee reaches age 65 or the County terminates the retiree health insurance program. The amount of the County payment will be set by the County Board of Commissioners from time to time in an amount that will not exceed the County's contribution toward the single premium for eligible employees. An eligible employee is defined as an individual who meets the following conditions and requirements:

1. The employee is employed full time at the date that he or she retires;
2. The employee has twenty (20) or more years of continuous uninterrupted service with the County; and
3. Is age 60 or older.

ARTICLE XIII SAVINGS CLAUSE

If any part or provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable state and federal law, all other provisions of this Agreement shall remain in full force and effect, and the part or provision in question shall become subject to immediate negotiation.

ARTICLE XIV WAGES

All employees shall be compensated in accordance with Appendix A, attached hereto. The appendix represents a 2.5% general increase beginning January 1, 2017, over the 2016 wage schedule, 2.5% general increase beginning January 1, 2018 over the 2017 wage schedule, and 2.5% general increase beginning January 1, 2019 over the 2018 wage schedule.

After successfully completing one thousand eight hundred twenty (1820) hours of work, employees will receive performance evaluations by their supervisor. Step increases will be based upon performance evaluations as well as the position in the range and upon recommendation of the employee's supervisor, with final Library Board approval.

An employee who does not receive a step increase because he or she has not received a satisfactory performance evaluation may appeal the matter to the County Library Board. The Library Board's decision on this appeal shall be final, and the employee may not appeal the Library Board's decision through the grievance procedure (Article XI). In no event shall employees be eligible to exceed the applicable range.

Retroactive pay will be made within one pay period of the signing of the new agreement, payment separate from the regular payroll. Once ratified the agreement shall be signed within two weeks by all parties.

ARTICLE XV
DURATION

Except as otherwise specifically provided, this Agreement shall be effective January 1, 2017, through December 31, 2019, and shall remain in full force and effect from year to year thereafter unless either party shall give sixty (60) days written notice prior to the anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2017.

MARTIN COUNTY LIBRARY BOARD:

AFSCME COUNCIL 65, LOCAL 1204C:

Martin County

Staff Representative