AGREEMENT

Between

PIONEERLAND (REGIONAL) LIBRARY SYSTEM

And

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

LOCAL UNION NO. 1826

JANUARY 1, 2018

Through

DECEMBER 31, 2019

INDEX

ARTICLE	TITLE	PAGE NO.
1	PURPOSE OF AGREEMENT	3
2	BARGAINING UNIT	3
3	DEFINITIONS	4
4	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
5	EMPLOYER AUTHORITY	5
6	UNION DUES CHECKOFF	5
7	HOURS OF WORK/OVERTIME	6
8	SICK LEAVE	6
9	HOLIDAYS	8
10	VACATIONS	9
11	BEREAVEMENT	10
12	INSURANCE BENEFITS	10
13	SENIORITY	11
14	VACANCIES AND TRANSFERS	12
15	LAYOFF AND RECALL	13
16	DISCIPLINE, SUSPENSION & DISCHARGE	14
17	CONSTITUTIONAL PROTECTION	15
18	GRIEVANCE PROCEDURE	15
19	GENERAL PROVISIONS	16
20	WAGE ADMINISTRATION	17
21	TIME OFF FOR UNION ACTIVITIES	17
22	WORKSHOPS	17
23	MEAL AND TRAVEL ALLOWANCES	17
24	FAMILY AND MEDICAL LEAVE	18
25	TERM OF AGREEMENT	19
--	APPENDIX A – SALARY SCHEDULE – 2011	21
	SENIORITY LIST	22

ARTICLE 1
PURPOSE OF AGREEMENT

1.1 This Agreement is entered into as of the 1st day of January 2018, between the Pioneerland (Regional) Library System, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local-Union No. 1826 hereinafter called the Union. It is the intent and purpose of this Agreement to:

1.1.2 Assure sound and mutually beneficial working and economic relationships between the parties hereto; and

1.1.2 Establish procedures for the resolution of disputes concerning Agreements interpretation and/or application; and

1.1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement; and

1.1.4 Promote harmonious relations.

1.2 The Employer and the Union through this Agreement shall continue their dedication to the highest quality public service to the citizens and residents of the region. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2
BARGAINING UNIT

2.1 The appropriate bargaining unit for purposes of this Agreement shall include: "All Head Librarians of the Pioneerland (Regional) Library System Willmar, Minnesota who are supervisory personnel and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding all other Librarians.

2.1.1 Full-time Head Librarian: Any bargaining unit Head Librarian who is regularly scheduled to work thirty (30) hours per week or more is entitled to full insurance. Sick leave, holidays, vacation and longevity will be prorated for those working 30 to 39 hours.

2.1.2 Part-time Head Librarian: Any bargaining unit Head Librarian who is regularly scheduled to work more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) shifts per calendar year, is entitled to pro-rated benefits other than insurance. Insurance will be available to those working twenty (20) or more hours per week and less than thirty (30) hours per week, at the employee's own expense.

2.2.1 Casual/Substitute Employee: Any non-bargaining unit employee who works less than fourteen (14) hours per week or less than sixty-seven (67) shifts per calendar year. No benefits.

ARTICLE 3
DEFINITIONS

3.1 UNION: The American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local Union, No. 1826.

3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local Union No. 1826.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 EMPLOYER: The Pioneerland (Regional) Library System.

3.5 STEWARDS: Employees elected or appointed by the Union to represent the Employees. One of the Stewards shall be designated Chief Steward.

3.6 REGIONAL LIBRARY DIRECTOR: Chief Executive Officer of Employer.

3.7 OVERTIME: Work performed in excess of forty (40) hours per week.

3.8 TERMS AND CONDITIONS OF EMPLOYMENT: Means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than the employer's contribution to premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to section 179A.07.

3.9 EXECUTIVE COMMITTEE: Includes the chair, vice chair, secretary, treasurer and finance committee chair of the Pioneerland (Regional) Library Board.

3.10 PROBATIONARY EMPLOYEE: A newly hired employee shall serve a six (6) month probation. A probationary Employee shall accrue both sick-leave and vacation while on probation. Unless and exception is granted by the Director, the employee shall not be able to use accrued vacation while on probation

ARTICLE 4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

4.1 The Employer hereby recognizes Local Union No. 1826, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for Collective bargaining purposes of the employees contained within the bargaining unit defined in Article 2.

4.2 The Employer shall not enter into any agreement with the employees within the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. The parties to this Agreement agree that there shall be no discrimination against any employee because of protected status belief.

ARTICLE *5*
EMPLOYER AUTHORITY

5.1 Inherent managerial policy. A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent policy include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selections of personnel, and direction and the number of personnel.

ARTICLE 6
UNION DUES CHECKOFF

6.1

The Employer agrees to deduct from the Employees paycheck each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.

6.2 In accordance with Minnesota Statutes 179A. 06, Subd. 3, as amended, any employee included in the appropriate unit who is not a member of the Union may be required by the Union to contribute a Fair Share Fee for services rendered by the Union. Fair Share Fee for any employee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Fair Share Fee employees shall receive equal representation.

6.3 The Union shall provide advance written notice of the amount of the Fair Share Fee assessment to the Director of the Bureau of Mediation Services, the Employer, and to each employee to be assessed the Fair Share Fee.

6.4 A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the Commissioner of the Bureau of Mediation Services, the Public Employer, and the exclusive representative, within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the Fair Share Fee shall be on the exclusive representative. The Commissioner shall hear and decide all issues on these challenges. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by the Employer pending a decision by the Commissioner. (MN. Statute 179A.06, Subd. 3). Any Fair Share Fee challenge shall not be subject to the grievance procedure.

6.5 The Union hereby warrants and covenants that it will defend, indemnify and save the Library System harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7
HOURS OF WORK/OVERTIME

7.1 All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the regular rate of pay (F.L.S.A. 29 U.S.C.).

7.2 Work performed by a member of the bargaining unit in a higher classification shall be compensated for at the rate of pay for the higher grade, at their present step.

7.3 Rest periods shall be fifteen (15) minutes in each four hours of the shift.

7.4 Meal/Lunch: Head Librarians may have a thirty (30) minute unpaid, duty free meal/lunch in each 8 hour work period to be scheduled at their discretion provided it does not interfere with the needs of the Employer and service to the public.

7.5 Requests to work additional hours must be approved in advance by the Regional Library Director except when there are extenuating circumstances that would make this impractical.

7.6 Employees called out to work shall receive a minimum of one (1) hour of pay at straight time rates.

7.7 Employees who are contacted by phone to assist the employees at their libraries when the employees are not at work shall be compensated for the time spent with a minimum charge of 15 minutes

7.8 Employees may not leave library unattended if the employee is the only staff member on duty at the library except in an emergency.

ARTICLE 8
SICK LEAVE

8.1 All Head Librarians shall earn sick leave at the rate of .0462 hours for hours worked. Full time employees may accumulate up to eight hundred (800) hours of sick leave and part time employees may accumulate up to four hundred (400) hours.

8.2 Head librarians shall accumulate sick leave while on vacation, on sick leave, or while receiving sick leave payments. A day deducted from sick leave shall be the regular scheduled day. Remuneration shall be on the same basis. Head Librarians shall not accumulate sick leave for any leave of absence without pay.

8.3 Sick leave may not be anticipated. A Head Librarian is entitled to use sick leave for medical needs, including appointments, illnesses, pregnancy related illness or disability and injuries

suffered by the individual upon proper notification to the Employer. Notification should occur prior to the start of the employee's regular scheduled shift whenever possible.

8.4 If the Employer has reason to believe that there is or has been an abuse of sick leave or questions the employee's inability to work due to sickness or accident, the Employer may require the employee to present satisfactory evidence of his/her sickness and/or ability to return to work. Should the Employer determine that the employee's evidence when requested is not satisfactory; the Employer may put the employee on notice that they will have to provide acceptable evidence of their sickness or accident to the Employer in the future.

8.5 If an employee of the Employer receives work-related injury for which the employee is entitled to and receives Workers Compensation, the Employer shall pay the employee the difference between his Workers Compensation payments and his/her base pay. Such payment shall be deducted from the accrued sick leave benefits to which an employee is entitled. Such payments shall continue during the disability of the employee or until the accumulated sick leave has been dissipated, whichever occurs first. Vacation time may be used after sick leave is exhausted. The employee may opt to turn in their workmen's compensation payment to the Employer and then receive full payment from the Employer.

8.6 In the event an employee receives sick leave payment from the Employer for an injury or illness, and then is reimbursed by a third party for their injury or illness, said employee shall reimburse the Employer such sick leave pay. Sick leave reimbursement shall be the amount paid by the Employer as sick leave resulting from the injury or illness or the amount of reimbursement for loss pay received by the employee, whichever is smaller. Any sick leave paid by the Employer and subsequently reimbursed by the employee shall be reinstated to the employee's accrued sick leave record. In the event: that an employee receives reimbursement from a workers compensation claim and has also received full sick leave pay for the compensation claim period, the employee shall reimburse any sick leave paid as provided for in this Labor Agreement.

8.7 After an employee has used all of his/her accumulated sick leave, upon written request of the employee, the employee may be granted an unpaid leave of absence of up to one (1) year with periodic review during the one (1) year period as determined by the employee and the Employer. To be eligible for such an unpaid leave of absence, the employee must have used up all accumulated sick leave and must furnish the Employer with a doctor's report. During such unpaid leave of absence, the employee's name shall not be removed from the employment register. An employee on unpaid leave of absence shall not accumulate credits for vacation, sick leave or seniority, unless such leave of absence is because of an on the job illness or injury in which case the employee shall earn credits for seniority if he/she returns to the System.

8.8 Sick leave may be used for absence from work because of illness in the immediate family. Immediate family is employee's spouse, children, parents, or any members of employee's household, including those referenced in Mn Statute 181.9413 . All accrued sick leave may be used with retention of job status and pay.

8.9 When an employee retires or resigns, the employee is entitled to compensation at their current annual wage for twenty-five (25%) percent of their accrued unused sick leave. An employee who retires with more than twenty (20) years of service is entitled to compensation at their current annual wage for thirty-seven and one-half (37.5%) percent of their accrued unused sick leave. Effective January 1, 2010, an employee who retires with more than twenty (20) years of service shall be entitled to compensation at their current annual wage for fifty (50%) percent of their accrued unused sick leave. Any employee who retires shall put their sick leave severance into a medical savings account.

ARTICLE 9
HOLIDAYS

9.1 Eligibility. The following days are paid holidays for all Pioneerland (Regional) Library System employees regularly scheduled for twenty (20) hours a week or more and all librarians and branch managers. Employees are eligible for paid holidays immediately upon beginning work Compensation for paid holidays are pro-rated.

List of Holidays

New Year's Day (January 1) beginning at 5:00 p.m. on December 31
Martin Luther King, Jr. Day (third Monday in January)
President's 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)
One personal (floating) holiday

9.2 If any of the above holidays fall on a Sunday, the holiday will be on the following Monday. If the holiday falls on day when employee is normally not scheduled to work or during approved paid leave of absence, eligible employees will receive pro-rated compensation (see above) for holiday.

9.3 December 24 on Sunday. If December 24 holiday falls on a Sunday, it will be a paid holiday for eligible employees.

9.4 On New Year's Eve no libraries will be open after 5:00 p.m. Supervisors and Branch Librarians will schedule all staff hours prior to 5:00 p.m. This is not an additional holiday.

ARTICLE 10
VACATIONS

10.1 Paid vacation shall be accrued by all employees regularly working twenty (20) hours a week or more.

All other employees under this agreement will earn vacation according to the following schedule:

1. One year through two years: .0462 hours per hour worked (12 days fulltime employee)
2. Three through five years: .0538 hours per hour worked (14 days fulltime employee)
3. Six years through ten years: .0692 hours per hour worked (18 days fulltime employee)
4. From Eleventh and over: .0846 hours per hour worked (22 days fulltime employee)

Part-time employees shall be eligible for prorated vacation pay based upon the actual hours worked.

Employees shall be eligible for vacation increases provided above upon the anniversary date of their employment.

10.2 Employees shall be entitled to take earned vacation commencing on the employee's anniversary date in which year the vacation is to be earned. Employees may accumulate fifty percent of their earned vacation provided that the accumulated leave is taken by December 31 of the following year. Any vacation not so taken shall be forfeited. Additional leave without pay to be taken in connection with the vacation may be granted at the discretion of the Regional Library Director in accordance with the needs of the Employer.

10.3 In determining vacation periods, the Head Librarian shall make a reasonable effort to schedule vacations at time when adequate scheduling of the area work unit permits. The Head Librarian will inform the director or designee of the scheduled vacations.

10.4 Vacation time shall start to accrue from the first day of the calendar month that is nearest to the starting date of employment. If an Employee was authorized to take a vacation and leaves prior to the completion of one year of service, all pay for vacation will be withheld from the Employee's final check. Any staff member leaving the service of the library in good standing shall be compensated for vacation time accrued to the day of separation, provided such Employee has served six (6) continuous months prior to separation.

10.5 Legal holidays falling in the vacation period are not counted as part of the vacation period.

ARTICLE 11
BEREAVEMENT LEAVE

11.1 Employees shall be allowed up to three (3) days of Employer paid bereavement leave for a funeral in their immediate family. Immediate family includes spouse, domestic partner, parents, children, siblings of the employee or the employee's spouse, grandparents, grandchildren, and those who occupy similar roles to immediate family. An employee may be allowed an additional three (3) days of bereavement leave for a funeral in their immediate family to be deducted at their discretion from their sick leave, vacation leave or taken without pay. If requested by the Employer, an employee shall provide reasons for requesting the additional leave

For attendance at funerals other than immediate family an employee may take up to a maximum of six (6) days of sick leave.

ARTICLE 12
INSURANCE BENEFITS

12.1 The Employer agrees to provide to all eligible permanent full-time Employees comprehensive group health insurance including major medical and hospitalization. In the event Employer changes insurance carrier, coverage and premiums shall be comparable, if possible, to the existing insurance program. In the event of any change, the Employer shall notify the Union.

In 2018 the Employer's contribution shall be as follows

HSA 176	**SINGLE**	**FAMILY**
Employer	$ 534.08	$ 960.93
Employee	$ 0	$ 428.51
Total Premium	$534.08	$1,389.44

Employer will contribute to H.S.A. deductible for 2018 and 2019

Single	$850
Family	$1700

For those Employees who have reached Medicare eligibility age and who are enrolled in the HSA plan the Employer shall contribute $850 dollars into the Employees Post retirement VEBA account on January 1st 2018 and January 1st 2019 or on the next business day after.

Should insurance premiums increase above the 2018 amount, Employer and Employee shall share in equal dollar amounts the cost of the increase in single premium once the premium rises above $680.00. Until then the Employer shall bear the full increase.
Should insurance premiums decrease below the 2018 amount, Employer and Employee shall share in equal dollar amounts the decrease in single premium.

Should insurance premiums increase above the 2018 amount, Employer and Employee shall share in equal dollar amounts the increase in family premium. Should insurance premiums decrease below the 2018 amount, Employer and Employee shall share in equal dollar

amounts the decrease in family premium.

12.4 Employer shall provide and pay for term life insurance in the amount of $10,000 for each eligible permanent full-time Employee. Employees shall have such options to purchase additional insurance as are offered by the existing insurance program.
In the event Employer changes insurance carrier coverage and premiums shall be comparable, if possible, to the existing insurance program. In the event of any change, the Employer shall notify the Union.

12.5 Permanent Employees who work a minimum of thirty (30) hours per week shall be considered full-time Employees in determining eligibility for the insurance programs provided in this contract.

12.6 A Head Librarian who retires with at least fifteen (15) years of service shall be allowed to continue participating in the System group health insurance plans at his/hers expense, until such time as he/she becomes eligible for Medicare or Medicaid. (Consistent with Minn. Stat. 471.61 Subd, 2b (j).

12.7 Flexible Benefit Plan. Any Head Librarian who is on the payroll is eligible to participate in a flexible benefit plan under I.R.S. 125 Plans. Under this plan the Head Librarian may set aside money through payroll deduction on a pre-taxed basis to pay expenses for insurance premium, child care, out of pocket medical and other expenses that qualify under the I.R.S. Plan. The employer agrees to continue this plan and maintain it consistent with I.R.S. rules.

ARTICLE 13
SENIORITY

13.1 Seniority shall be granted to all full-time regular and part-time regular employees. Seniority is to be determined on the basis of total length of continuous employment with the Employer, for benefits, but is to be applied on an area work unit basis for purposes of overtime application, work assignments and choice of vacation. Bargaining unit seniority shall be applied for bidding and lay-off purposes. Employees shall be placed on probation for a period of six calendar months, and upon successful completion of probationary period, seniority shall revert to the first day of employment. During the probationary period, an employee may be discharged without cause and have no access to the grievance procedure.

13.2 Part-time employees' seniority shall be based on date of hire.

13.3 An employee shall lose his/her seniority standing if:

13.31 The employee voluntarily resigns from employment;
13.32 The employee is discharged for cause;
13.33 The employee fails to return from a granted leave of absence;
13.34 The employee is absent for any reason beyond one (1) year unless leave is due to disability or layoff, then two (2) years, after exhaustion of vacation and sick leave;

13.35 The employee fails to report for work after a layoff within five (5) days after receipt of notice by registered mail. The Director shall send this notice to return to work to the employee at his/her last-known address;

13.36 The employee is laid off for a period of two (2) years.

13.4 Seniority lists shall be brought up-to-date on January 1 of each calendar year and posted on employees, bulletin board. A copy of the seniority list shall be sent to the President of the Union upon request. Also, a copy is incorporated herein by reference.

ARTICLE 14
VACANCIES AND TRANSFERS

14.1 Posting: In the event a vacancy occurs due to resignation or termination, or a new position is created by the Pioneerland (Regional) Library System Board, the Employer shall post a notice on bulletin boards, or by mail or email of the vacancy indicating the nature of the vacancy, the qualifications necessary, and the closing date for applications. The posting is for seven (7) working days internally, unless waived by the Employer and the Union.

14.2 Notification of Desire to Transfer: Head Librarians within the System who wish to transfer to any posted position for which such Head Librarian is qualified should file a written notice to the director's office prior to the close of normal business hours on or before the closing date.

14.3 The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. This determination shall be made by the Employer. A thirty (30) working day trial period shall be given the employee for the purpose of determining qualifications, unless he/she is obviously not qualified. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the grievance procedure provided herein. The applicant shall have the right to return to his/her former position any time during the thirty (30) working day period. The said employee while on a trial period shall not be considered a probationary employee and shall have the rights of a regular employee.

14.4 Candidates: If none of the candidates qualify for the position the Employer reserves the right to reject all candidates for a position and to re-post the position. Any rejected candidates from within the System may reapply.

14.5 Selection of Personnel:

14.51 In the event of a vacancy, all head librarians currently employed within the System shall have the right to request a transfer to an open position for which they are qualified and must be interviewed for the position before interviewing outside applicants. It is the desire of the Employer to hire from existing staff; however, the Employer, based upon qualifications, has the right of final selection.

14.52 In the event of a denial of a transfer, the Member of the bargaining unit shall be given a letter with the reasons for denial stated. The Union member may then request and shall receive a meeting with the administration and a Union representative.

14.6 Involuntary Transfers: When an involuntary transfer or reassignment is necessary, qualified volunteers, if any, will be transferred or reassigned first. If no volunteer is available the Employer may assign any qualified head librarian to the position. Any head librarian who is transferred involuntarily may appeal to the Personnel Committee of the PLS Board. The Board would make the final determination of such transfer. Head Librarians, upon request, shall have a right to meet with the PLS Board Personnel Committee and a Union representative to discuss the reasons for the involuntary transfer.

14.7 Temporary vacancies filled by a member of the bargaining unit shall be governed by the following rules. If a vacancy lasts less than thirty (30) working days, any available employee may be assigned to fill the job. Should the vacancy be expected to last thirty (30) working days or more, then the posting provisions of the contract will be followed in filling the vacancy. A member of the bargaining unit filling a temporary vacancy under this clause shall have the right to return to his previous position when the temporary vacancy is over. If said vacancy is paid at a higher rate of pay, the member of the bargaining unit filling such vacancy shall receive the higher rate of pay at the step that results in an increase of not less than 3%.

ARTICLE 15
LAYOFF AND RECALL

15.1 The Employer may lay off an employee by reason of abolishing a position, shortage of funds, shortage of work, or any other legitimate reason deemed necessary by the Employer.

15.2 In the event of a layoff or reduction in force, the Employer will notify the Union of the effective date and the number of employees affected by the anticipated layoff. This notice will be given as soon as practicable and, if known, shall include the estimated length of the layoff period. The parties agree to meet and confer in a timely manner to discuss alternatives to layoffs.. In the event of a layoff or the elimination of a senior employee's job, that senior employee may bump any employee with less seniority, provided that the more senior employee is qualified for the position.

The bumped employee may then bump any employee with less seniority, provided he/she is qualified for the position. This procedure shall continue until an employee does not have seniority or the qualifications to take a position and then that person shall be laid off.

In following this procedure, a full time employee shall not be required to bump a part time position. Each employee displaced by another in the event of elimination of a position shall not exercise his/her seniority and qualifications to take another position until the bumping employee is trained to the satisfaction of the administrator or his/her designee.

15.3 Employees shall be recalled to work in reverse order of their lay off, provided that they are qualified to perform the available work. Notices of all posted vacancies or job openings (except temporary) will be sent to all employees on lay off at their last known forwarding address. Employees on lay off will lose their rights to recall if they do not furnish PLS with an up-to-date, current address. Employees must report within ten (10) working days of the notice of recall.

ARTICLE 16
DISCIPLINE, SUSPENSION AND DISCHARGE

16.1 The purpose of disciplinary action is to correct rather than punish. The Employer shall discipline Employees for just cause only. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion (optional)
5. Discharge

In cases of gross misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension, demotion or discharge.

16.2 Any Head Librarian who believes that a meeting with the employer may result in disciplinary action will be given the opportunity to have a Union representative with him/her at such meeting. Any disciplinary action will be done in a manner that will not embarrass the employee in front of others including the public.

16.3 A written record of all disciplinary actions, other than oral reprimands, shall be entered into the employee's personnel record. All disciplinary entries in the personnel record shall state the corrective action expected of the employee. Employees shall receive a copy of all evaluative and disciplinary entries into their personnel record and shall be entitled to have the employee's written response therein. Any subject matter submitted by the Employer into the employee's personnel record which would 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. Upon receipt of a written request from the employee, the written record of disciplinary action shall be removed from an employee's record two (2) years from the date of the written record provided no other disciplinary action for any reason was instituted during the two years following the disciplinary action.

16.4 If the Employer believes there is just cause for discharge, the employee shall first be suspended for five (5) working days without pay. The employee and Union staff representative shall be notified in writing that the employee is subject to discharge, the reasons for the discharge and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request.

16.5 Any disciplinary action or measure imposed on an employee may be processed as a grievance through the grievance procedure.

16.6 All employees shall have the right to inspect their personnel file at reasonable times during working hours in the presence of the Employer.

ARTICLE 17
CONSTITUTIONAL PROTECTION

17.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 STEP 1. When an Employee feels that there has been a violation concerning the interpretation or application of this Union Contract, she/he shall request an appointment with his/her supervisor, unless the supervisor is party to the grievance, within twenty (20) calendar days of the alleged violation, for the purpose of resolving the matter in question.

18.2 STEP 2. If the two parties are unable to reach a mutually satisfactory agreement, the Union shall present, within fourteen (14) calendar days of the meeting, such grievance in writing to the Regional Library Director who will answer the grievance in writing within fourteen (14) calendar days after the meeting.

18.3 STEP 3. The Union may appeal such decision to the Executive Committee of the Pioneerland (Regional) Library Board of Trustees by written notice of appeal within fourteen (14) calendar days following receipt of 18.2. A meeting shall be held to discuss the grievance within fourteen (14) calendar days. The Executive committee shall respond in writing within fourteen (14) calendar days of the meeting.

18.4 STEP 4. A grievance not resolved by the Executive Committee may be submitted to mediation by either party within fourteen (14) calendar days of the last meeting.

18.5 A grievance not resolved by mediation shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, and amendments thereto. Selection of an arbitrator shall be subject to the Rules set forth in the foregoing Act.

18.6 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 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 within the time limits.

The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

18.7 An aggrieved Employee may have a union steward or designee present at any step of the grievance procedure.

18.8 Choice of Remedy. If as a result of the written Employer response in Article 18.4 or in mediation in Article 18.5, whichever is applicable, 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 arbitration pursuant to this Article, or to a procedure such as fair employment or veterans preference. If appealed to any procedure other than arbitration pursuant to this Article, the grievance is not subject to the arbitration procedure as provided in Article 18.5.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Opportunity Commission is not precluded from 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 Section 18.8 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 19
GENERAL PROVISIONS

19.1 Consideration for higher rated positions shall be given to regular Head Librarians who are deemed qualified by the Employer.

19.2 Two (2) weeks of written notice of his/her desire to terminate employment shall be given to the Employer by the Head Librarian, four (4) weeks of notice shall be given if possible.

19.3 For all benefits based upon seniority and the probationary period, seniority shall be based upon hours worked. Hours worked shall be defined to include hours on vacation, hours on sick leave, and hours while receiving weekly wage loss on Workers Compensation benefits. Hours worked does not include overtime hours.

1 9.4 On a timely basis, the Employer agrees to meet and confer under the provisions of Minnesota Statute 179A.06, Subd. 4, regarding policies and matters other than terms and conditions of employment.

19.5 The employer agrees that the Pioneerland (Regional) Library System shall have a work environment that is respectful of the Head Librarians and members of the public. No violence, no demeaning, or abusive verbal remarks, no discrimination and offensive or degrading remarks or conduct will be tolerated. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include discharge from employment with the System.

19.6 The Union shall be allowed access to bulletin boards, and use of staff e-mail, and the delivery system for the purpose of informing its members of union business.

19.7 Any Employee shall be granted a leave of absence with pay for service on a jury. Such Employee shall receive the difference between his/her regular pay and the per diem he/she receives as a juror. If excused, he/she should immediately return to work for the balance of the day.

19.8 Head Librarians will be allowed time off for voting, blood donations and other appropriate civic duties as agreed upon between the Employer and the Union.

19.9 In the event that any provision, phrase or clause of this Agreement should at any time be declared invalid by a court of jurisdiction, the decision shall not invalidate the entire Agreement. It is the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE 20
WAGE ADMINISTRATION

20.1 The Wage and Salary Schedule shall be incorporated as a part of this Agreement as Appendix A.

20.2 Pay periods will be every two weeks (bi-weekly).

20.3 All Employees shall receive a Step increase on January 1st 2018.
There will be a 3%increase in all steps of the Salary Schedule, effective January 1st 2019, plus a Step increase on January 1st 2019.

ARTICLE 21
TIME OFF FOR UNION ACTIVITIES

21.1 The employer shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative or to a full-time appointed official of the exclusive representative.

ARTICLE 22
WORKSHOPS

22.1 Employees may be compensated at their regular rate of pay for work hours spent at a staff development activity plus travel time not to exceed eight (8) hours a day excluding travel time.

ARTICLE 23
MEAL AND TRAVEL ALLOWANCES

23.1 Eligible employees may be reimbursed from Pioneerland (Regional) Library System for all or part of the expenses associated with attending a staff development activity. Reimbursement is based on available funds. Expenses may include tuition, registration, and travel expenses. Registration fee will be reimbursed at the sponsoring organization's member rate. Mileage will be reimbursed at the I.R.S. rate. Meals and lodging will be reimbursed at a rate not to exceed the recommended state employee's reimbursement rate. Receipts are required.

Employees attending a staff development/continuing education event must submit a

reimbursement voucher with receipts for expenses to the Pioneerland Library System office within ten working days. Director must approve in advance payment for attending staff development activity or meeting when travel and meeting time exceeds eight hours a day.

23.2 Head Librarians who are responsible for combined libraries shall be paid mileage at the IRS rate and paid time for work related travel between their primary and secondary library(s)

ARTICLE 24
FAMILY AND MEDICAL LEAVE

24.1 Types of Leave. Employees have all of the rights and responsibilities established by the Family and Medical Leave Act of 1993 (FMLA) to the extent provided by the law. The FMLA provides that an eligible employee is entitled to a total of twelve (12) weeks unpaid leave during a rolling twelve (12) month period for any one, or more, of the following reasons:

1. An employee's own health condition that makes the employee unable to perform his/her job (including absences covered by Worker's Compensation, disability, and paid sick days.)
2. Care of a spouse, child (defined as children under the age 18 unless they are incapable of self-care because of mental or physical disability that limits one or more major life activities), or parent who has a serious health condition (inpatient care or continuing treatment by a health care provider.)
3. Care of a newborn child or a child placed with an employee for adoption or foster care (within twelve (12) months of the birth or placement.)

Employees who are granted FMLA leave will be returned to their previous position, or to an equivalent position upon their return. Group health benefits will be provided during the leave on the same basis as before the leave; employees who are responsible for a portion of the insurance premiums must continue to make those payments or coverage will be canceled.

FMLA leaves are unpaid except to the extent expressly provided otherwise in this Agreement.

24.2 FMLA Leave Eligibility
Employees are eligible for FMLA leaves if they have been employed by the Employer for twelve (12) months and have worked one thousand two hundred fifty (1,250) hours or more during the twelve (12) month period immediately preceding the leave.

24.3 Determination of FMLA Leave Year
The leave year for FMLA purposes shall be a rolling twelve (12) month period. The twelve (12) month period will be measured forward from the date an employee uses any FMLA leave. During this twelve (12) month period the amount of FMLA leave used shall not exceed twelve (12) weeks.

24.4 FMLA Leave on an Intermittent or Reduced Schedule Basis
FMLA leave may be scheduled on an intermittent or reduced schedule basis.

24.5 Using Sick and Vacation Leave in Conjunction with FMLA Leave
An employee may use their accrued sick and vacation leave in conjunction with FMLA leave. The use or non-use of sick and vacation leave is at the discretion of the employee.

24.6 FMLA Notification, Scheduling and Reporting Requirements
When FMLA leave due to a serious health condition of the employee or their family is foreseeable, the employee must make a reasonable effort to schedule planned medical treatments so as not to undulydisrupt the operation of the Employer and, if possible, must request a leave for planned medical treatments at least thirty (30) days in advance, or as close to thirty (30) days as possible (e.g., to receive recurring physical therapy or chemotherapy treatment).

In the case of leave related to care of a newborn or child placed with an employee for adoption or foster care, the employee must make the leave request at least 30 days in advance, or as close to thirty (30) days as possible.

Employees may be asked to provide medical certifications of the health conditions requiring the leave. The Employer may require an employee on FMLA leave to report periodically on their status and intention to return to work.

ARTICLE 25
TERM OF AGREEMENT

25.1 The Agreement shall be in full force and effect from January 1, 2018, until December 31, 2019, and from year to year thereafter unless either party hereto shall give notice ninety (90) days prior to the annual expiration date of a desire to modify or amend said Agreement. The current agreement will remain in effect until a successor agreement is reached.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1826

Steward

President

Chief Negotiator – Labor Rep.

Dated: 2/12/18

PIONEERLAND (REGIONAL) LIBRARY SYSTEM BOARD OF DIRECTORS HDQRS, WILLMAR, MINNESOTA

Board Chairperson

Board Secretary

Chief Negotiator

Dated: January 18, 2018

APPENDIX A - SALARY SCHEDULE

2018

12	**22.60**	**23.07**	**23.54**	**24.01**	**24.48**	**24.95**	**25.42**	**25.89**	**26.36**	**26.84**	**27.31**	**27.78**	**28.25**
11	20.50	20.92	21.35	21.78	22.20	22.63	23.06	23.48	23.91	24.34	24.77	25.19	25.62
9	**17.08**	**17.43**	**17.79**	**18.14**	**18.50**	**18.86**	**19.21**	**19.57**	**19.92**	**20.28**	**20.63**	**20.99**	**21.35**

2019

12	**23.28**	**23.76**	**24.25**	**24.73**	**25.22**	**25.70**	**26.19**	**26.67**	**27.16**	**27.64**	**28.13**	**28.61**	**29.10**
11	21.11	21.55	21.99	22.43	22.87	23.31	23.75	24.19	24.63	25.07	25.51	25.95	26.39
9	**17.59**	**17.95**	**18.32**	**18.69**	**19.05**	**19.42**	**19.79**	**20.15**	**50.52**	**20.89**	**21.25**	**21.62**	**21.99**

1) Head Librarians shall be placed on a grade (9, 11, or 12) as determined by the job description, whether it be a stand-alone library or a combined library. **If significant changes are made to Employees job description both parties agree to re-evaluation of job classification for placement on salary schedule.**

2) Head Librarians who are appointed to combined library(s) for which there is no change in job description will receive a step increase and remain on the same pay grade.

3) If the creation of a combined library results in a change in librarian's job description, the Head Librarian shall be placed on the appropriate grade and at a step that is closest to their current wage, but no less than a lateral step increase

4) When a Head Librarian who is on the top step of their salary schedule assumes responsibility for an additional library and the increase in responsibility does not result in a new pay grade, the Head Librarian shall receive an increase equal to the average step increase of 1.92%

PIONEERLAND LIBRARIAN SENIORITY LIST
LISTED IN ORDER OF SENIORITY WITHIN CURRENT GRADE
1-1-2018

Name	Pioneerland Employment Date	Head Librarian Seniority Date	Current Grade Seniority Date	Current Grade
Librarian – Grade 9				
Gloria Sims	12/1/87	4/88	4/88	9
Librarian – Grade 11				
Cindy Hendrickx	3/1/94	3/1/94	3/1/94	11
Librarian – Grade 12				
Jacqueline Fountain	9/1/84	8/02	1/1/11	12
Elizabeth Cronk	2/9/09	2/1/11	2/1/11	12
Vicki Bartz	5/8/02	5/8/02	4/21/11	12
John Baken	9/8/14	9/8/14	9/8/14	12
Larissa Christensen	10/12/15	10/12/15	10/12/15	12
Ria Newhouse	5/1/15	5/1/15	1/1/16	12
Katy Hiltner	1/19/16	1/19/16	1/19/16	12
Dawn Dailey	3/10/14	3/10/14	7/21/16	12
Deb Lanthier	2/27/17	2/27/17	2/27/17	12
Jake Fejedelem	6/5/17	6/5/17	6/5/17	12