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# **Agreement**

**between**

**Arrowhead Library System  
Mt. Iron, MN**

**and**

**AFSCME Local 3258  
Council 65 - AFL-CIO**

**January 1, 2017 - December 31, 2019**

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## Agreement

This Agreement, by and between the Arrowhead Library System, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 3258, hereinafter referred to as the "Union," is entered into to provide the terms and conditions of employment for the employees contained in the bargaining unit defined below.

### Article I Bargaining Unit

The appropriate bargaining unit for purposes of this Agreement shall include: "All employees of the Arrowhead Library System, Mt. Iron, Minnesota, 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 the Executive Director, supervisory, confidential, professional and casual employees."

1. **Full-time Employee:** Any bargaining unit employee who is regularly scheduled to work thirty-two (32) hours per week or more is entitled to full insurance benefits with pro-rated benefits (based upon 40 hours) for sick leave, holidays, vacation, and longevity.
2. **Part-time Employee:** Any bargaining unit employee 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 as per the labor agreement.
3. **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 2 Recognition of Exclusive Representative

#### Section A

The Employer hereby recognizes Local Union No. 3258, 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 above.

#### Section B

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 race, creed, sex, color, disability, or political belief.

### **Article 3**

#### **Management Rights**

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

### **Article 4**

#### **Union Dues - Checkoff**

##### **Section A**

The Employer agrees to deduct from the salary of each employee each pay period who has signed an authorized payroll deduction card a sum certified by the Union as Union dues or initiation fees of the Union and transmit such sums to the AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769), together with a list of the names of the employees from whose pay deductions were made along with other pertinent employee information necessary for the collection and administration of union dues which may be electronically transmitted or by U.S. mail. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Employer in writing to stop deductions.

##### **Section B**

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.

##### **Section C**

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.

##### **Section D**

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commission, 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 shall 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.

**Section E**

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 the deduction of any Union dues or Fair Share Fee.

**Article 5**  
**Hours of Work**

**Section A**

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. Sick leave, Vacation and Holiday hours shall not be counted towards the computation of overtime. The Employer shall not change an employee's regularly scheduled work day or week to make up for missed time as a result of a vacation or sick day used earlier in the week except by mutual agreement by the Employer and the Employee.

**Section B**

Work performed in a higher classification shall be compensated for at the rate of pay for the job. When work is performed by a full-time or part-time employee in a lower classification at the request of the Employer to accommodate the Employer during regular work hours, the employee shall be paid at the employee's regular classification rate. This would occur only when a vehicle breaks down and a route cannot be driven or if the Employer cannot find a substitute employee to fill in for another employee who is requesting leave.

When work is performed by a full-time or part-time employee in a lower classification in order for the employee to work additional hours beyond his or her normal schedule, the employee will be paid the appropriate lower rate of that job classification. In the event that these additional hours result in overtime (time over 40 hours in a week), the resulting overtime shall be calculated based upon the lower classification rate and not a blended rate of pay.

**Section C**

Rest periods shall be fifteen (15) minutes in each four hours of the shift. If an employee works over nine (9) hours, they shall be entitled to said additional rest periods.

**Section D**

Headquarters staff personnel shall have an unpaid lunch period of one-half (1/2) hour. This may be increased to one (1) hour only by prior permission of the supervisor. Bookmobile employees shall have a paid lunch period unless they lock and leave their vehicle for lunch. If the vehicle is locked and left during the lunch period, the lunch period shall consist of an unpaid thirty (30) minute duration.

## **Article 6**

### **Overtime Hours**

#### **Section A**

Overtime will be equalized within the position classifications and within the same geographical area as close as practicable for employees in the bargaining unit. Whenever overtime is refused for any reason whatsoever, that amount of overtime so refused shall be counted as hours worked for the purpose of equalization of overtime. A record shall be kept of overtime and overtime refusals, and shall be posted at the end of each thirty (30) day period on employees' bulletin board.

#### **Section B**

When an employee is not on a scheduled work week including Saturday and Sunday as work days, and is subject to being called out on either day, they shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked on Saturday or Sunday.

#### **Section C**

Unless notified otherwise, at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least two (2) hours of work. If no work is available or if the employee is excused from duty before completing two hours of work, the employee shall be paid for two (2) hours at time and one half.

#### **Section D Minimum Call Outs**

Employees called out to work shall receive a minimum of two (2) hours at time and one half.

#### **Section E On-Call Duty**

In the event that the Employer determines it needs to schedule employees for on-call duties, such employees will be compensated at the rate of twenty-five (\$25.00) dollars per day for a Saturday on-call day and at the rate of twelve dollars and fifty cents (\$12.50) per day for Monday through Friday on-call hours scheduled between 4:30 p.m. and 8:30 p.m.

Employees scheduled for on-call duty shall carry a pager, cell phone and any other equipment required by the System during the period they are scheduled on-call. The employee must respond to a page within a reasonable time not to exceed twenty (20) minutes. There are no restrictions on where the on-call employee may go as long as he/she is within pager and cell phone range. Employees have no restrictions on activities while on-call except that no alcoholic beverages may be consumed before or during the on-call period.

Employees working on-call duty shall be compensated a minimum of one (1) hour of pay if one (1) call is received. If the on-call employee works more than forty (40) minutes in any on-call hour, and has worked forty (40) or more hours that week, he/she is entitled to overtime pay for that hour. In the event an on-call employee receives a second call or page within one (1) hour of receipt of the first call, said employee shall not be entitled to an additional hour of pay for the second call. In the event the second call does extend into the second hour, said employee shall be entitled to an additional hours pay as provided for above. On-call employees who are required to return to Headquarters shall be compensated according to Article 6, Section D.

## **Article 7** **Sick Leave**

### **Section A**

All regular full-time employees shall earn sick leave at the rate of eight (8) hours for each month of service. Part-time employees and full-time employees who work less than the full month of working hours but more than twenty (20) hours per week shall receive pro-rata credit for sick leave based on a forty (40) hour work week.

The payment of sick leave days shall not be considered as a working day in the computation of overtime. The Employer shall not change an employee's regularly scheduled work day or week to make up for missed time as a result of a vacation or sick day used earlier in the week except by mutual agreement by the Employer and the Employee. Employees 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. Employees shall not accumulate sick leave for any leave of absence without pay.

Sick leave may not be anticipated. Sick leave is accumulated to seven hundred twenty (720) hours. An employee is entitled to use sick leave for illnesses 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. An employee shall also be able to use accumulated sick leave to care for a dependent child, under the same terms and conditions as they would use sick leave for themselves. A dependent child as described by the Statute is an individual under the age of 18 or an individual under the age of 20 who is still attending

Sick leave is allowed for doctor's appointments with prior approval.

### **Section B**

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 withhold payment of sick leave until the employee can provide acceptable evidence to the Employer.

### **Section C**

If an employee of the Employer receives a 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 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 shall be used after sick leave is exhausted.

Employees shall utilize accrued unused sick leave for the one-third (1/3) pay they do not receive while on Long Term Disability insurance.

**Section D**

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 System. To be eligible for such an unpaid leave of absence, the employee must have used up all accumulated sick leave and must furnish the System 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. However, if any employee is requesting an unpaid leave of absence due to a work related illness or injury, said employee shall earn credits for seniority if he/she returns to the System.

**Section E**

An employee may be allowed to use up to four (4) days of sick leave for the attendance of a member of their immediate family, namely: spouse, legal guardian, parent, non-dependent child, brother or sister. An employee may request to utilize paid sick leave in conjunction with Family Medical Leave as per the FMLA. (See Article 7, Section A for use of Sick Leave to care for dependent children.)

In addition to the leave set forth above, an employee may use up to 160 hours of personal sick benefits for those family members set forth in Minnesota Statutes 181.9413 as amended, for such reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own use. The Employer may require verification from the family member's physician regarding the necessity of the employee's attendance and the amount of time that is reasonable.

**Section F**

Upon separation in good standing from employment with Arrowhead Library System, an employee who is eligible for benefits from P.E.R.A. shall receive from their accumulated unused sick leave, severance pay in accordance with the following scale:

**Years of Service**

5 years	-	15% pay
10 years	-	20% pay
15 years	-	25% pay
20 years	-	35% pay
25 years	-	40% pay

**Section G**

In the event an employee receives sick leave payment from the System for an injury or illness, and then is reimbursed by a third party for their injury or illness, said employee may reimburse the System such sick leave pay. Sick leave reimbursement shall be the amount paid by the System as sick leave resulting from the injury or illness or the amount of reimbursement for lost pay received by the employee, whichever is smaller. Any sick leave paid by the System 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 worker's 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 Article 7, Section C of the Labor Agreement.



**Section H Donation of Accumulated Time for Sick Leave**

Employees of the Arrowhead Library System shall be allowed to donate their accumulated vacation and sick leave to the ALS Catastrophic Sick Leave Pool as per the ALS Catastrophic Leave Policy.

Fellow employees each shall be allowed to donate a maximum of one hundred twenty (120) hours total, each calendar year, with a maximum of eighty (80) hours accumulated sick leave donated. For every eight (8) hours of sick leave donated, the employee must donate four (4) hours of vacation.

**Article 8  
Holidays**

**Section A**

All regular full and part-time employees shall receive the following holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Good Friday, ½ day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Last work day prior to Christmas Day  
Christmas Day

**Section B**

All regular employees who are required to work on one of the above mentioned paid holidays shall receive holiday pay and be compensated at one and one-half (1-1/2) times their regular rate of pay for hours worked on the holiday or by mutual consent between the Employer and the employee may be granted comp time at one and one-half (1-1/2) for hours worked on the holiday. Said comp time and one-half (1-1/2) shall be taken at a time mutually agreeable between the Employer and the employee, but in no case shall the comp time and one-half (1-1/2) be taken later than thirty (30) calendar days from the end of the pay period in which it was earned.

**Section C**

When a paid holiday falls on an employee's scheduled day off, he/she shall receive eight (8) hours of pay at regular straight time hourly rates or if regularly scheduled part-time, shall receive four (4) hours of pay at regular straight time hourly rates. When a holiday falls during an employee's vacation period, he/she shall receive an additional day of vacation.

**Section D**

- (a) Holidays shall be considered as days worked in the computation of overtime.
- (b) It shall be agreed that for remuneration of a holiday not worked, the rate of pay shall be that

number of hours which would normally have been worked.

**Section E**

When any of the above-mentioned holidays falls on a Saturday, the preceding Friday shall be observed as the holiday; and when any of the above-mentioned holidays falls on a Sunday, the following Monday shall be observed as the holiday.

**Section F:**

In order for an employee to be eligible to receive holiday pay, the employee must have worked or taken paid leave for the scheduled work days immediately preceding and immediately following the paid holiday or holidays.

**Article 9**  
**Vacations**

**Section A**

Full-time employees shall earn vacation on the following basis:

Employees shall earn vacation at the rate of eight (8) hours per month of service from starting date through ten thousand, three hundred ninety-nine (10,399) hours of service, exclusive of overtime.

Employees who have worked ten thousand, four hundred (10,400) hours shall earn vacation credits at the rate of ten (10) hours per month of service through twenty thousand, seven hundred ninety-nine (20,799) hours of service, exclusive of overtime.

Employees who have worked twenty thousand, eight hundred (20,800) hours shall earn vacation credits at the rate of twelve (12) hours per month of service through thirty-one thousand, one hundred ninety-nine (31,199) hours of service, exclusive of overtime.

After thirty-one thousand, two hundred (31,200) hours of service, employees shall earn vacation credit at the rate of fourteen (14) hours per month of service, exclusive of overtime.

Employees who have worked forty-one thousand, six hundred (41,600) hours shall earn vacation credits at the rate of sixteen (16) hours per month of service, exclusive of overtime.

Employees who have worked fifty-two thousand (52,000) hours shall earn vacation credits at the rate of eighteen (18) hours per month of service, exclusive of overtime.

**Section B**

An employee may not utilize vacation during his/her first six months of continuous service. Upon completion of six (6) months of continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire.

**Section C**

Upon termination of employment with proper notice, employees shall be paid any accumulated vacation credit, including pro rata payments for periods of less than one year;

provided, however, that they have been employed for at least one (1) full year and provided, further, that they have given proper notice of their termination of employment, if applicable.

**Section D**

Employees may accumulate unused vacation leave up to one hundred forty-four (144) hours. Employees who earn ten (10) hours per month accrual rate shall be allowed to accumulate up to one hundred eighty (180) hours. Employees who earn the twelve (12) hours per month accrual rate shall be allowed to accumulate up to two hundred sixteen (216) hours vacation. Employees who earn the fourteen (14) hours per month accrual rate shall be allowed to accumulate up to two hundred fifty-two (252) hours. Employees who earn the sixteen (16) hours per month accrual rate shall be allowed to accumulate up to two hundred eighty-eight (288) hours vacation. Employees who earn the eighteen (18) hours per month accrual rate shall be allowed to accumulate up to three hundred twenty-four (324) hours vacation.

**Section E**

Vacation shall be paid at the employee's current rate of pay at the time vacation is taken. Vacation may be taken in increments of one -half (½) hour or more.

**Section F**

The Employer shall make reasonable effort to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the area work unit permits. If it is necessary to limit the number of employees taking vacation at the same time within a classification or area work unit, seniority shall be the determining factor in the event of any conflict over choice of vacation periods.

**Section G**

After all sick leave has been exhausted, employees shall be granted all vacation accumulated.

**Section H**

Part-time employees shall receive vacation on a pro rata basis.

**Section I**

Vacation shall accrue while an employee is on authorized sick leave.

**Section J**

All employees shall be credited with twenty-four (24) hours of vacation on January 1 of each year, which shall be used within the calendar year. A pro-rata number of hours shall be credited to part-time employees.

**Section K**

Vacation hours shall not be considered as days worked in the computation of overtime. The Employer shall not change an employee's regularly scheduled work day or week to make up for missed time as a result of a vacation or sick day used earlier in the week except by mutual agreement by the Employer and the Employee.

## **Article 10**

### **Bereavement Leave**

#### **Section A**

Up to three (3) days of absence without loss of pay for bereavement shall be allowed an employee in the case of death in his/her immediate family to be taken within one month of the death, unless special circumstances arise related to memorial services occurring beyond the one month time period. Immediate family is defined as a spouse, child, stepchildren, parent, stepparents, brother, sister, grandchild or grandparents of either the employee or his/her spouse and any other relative living in the household. Additional days without pay may be allowed at the discretion of the Employer in the event that extensive travel is necessary. One (1) day absence without loss of pay to attend the funeral of the employee's brother/sister-in-law shall be allowed. Funeral leave for part-time employees shall be pro-rated based upon the average number of hours per day worked in a regularly scheduled position.

## **Article 11**

### **Insurance Program**

#### **Section A Medical and Hospital Insurance**

The Employer will provide and pay the premium for single group health insurance for any employee regularly scheduled for thirty-two (32) hours or more per week and, in addition, will pay sixty-five percent (65%) of the employee's cost of the premium for family coverage. The Employer agrees that for the term of this Agreement, it will continue to provide the present level of group insurance coverage through the Blue Cross and Blue Shield program, provided that this Article is not to be construed as limiting the Employer to any set insurance carrier. The Employer agrees that should there be any increase in any of the insurance premiums on renewal dates, the Employer will pick up the increase of all single premiums and 65% as applies above, on behalf of all employees of the Employer.

Effective 1/1/11, the group health insurance plan will be the VEBA 831 plan option B, with prescription drugs subject to the deductible. Effective 1/1/2014 through 12/31/2015, the Employer will contribute 80% of the VEBA deductible into the employee's VEBA account. Effective 1/1/2016, the Employer will contribute 75% of the VEBA deductible into the employee's VEBA account.

On January 1, 2011, the Employer will contribute half of their 2011 contribution into employee accounts (\$786.25 Single/\$1,572.50 Family). Starting on July 1st, 2011, and thereafter, the Employer will contribute their remaining contribution on a monthly basis payable the 1st day of each month.

For any new employees hired after the date of ratification of this agreement, the Employer will contribute half of the Employer's share of the yearly deductible amount after completion of the employee's 3 month probation and then the Employer shall revert to the monthly contribution.

For any employee who leaves during their initial 6 months or for any current employee who leaves during the first 6 months of 2011, those employees will be responsible to re-pay the Employer the VEBA contribution for months not worked by taking the money out of their final

paycheck and, if that is not sufficient, shall make monthly payments in the amount of the employer's monthly contribution, beginning the month after employment terminates until the full amount is repaid.

(Example- Employee receives \$786.25 on 1/1/11 and resigns in March- they would have to repay the Employer for three (3) months since they only worked 3 months of the year.)

If an employee works part of a month, that shall be considered to be a full month and the employee shall receive a full months Employer contribution.

**Section B Life Insurance**

The Employer agrees to provide and pay the premium for those covered for a life insurance program which shall provide an amount not to exceed \$40,000.00.

**Section C Dental Coverage**

The Employer will provide and pay the premium for single dental insurance for any employee regularly scheduled for thirty-two (32) hours or more per week and, in addition, will pay fifty percent (50%) of the employee's cost for family coverage.

**Section D**

An employee who retires with at least fifteen (15) years service shall be allowed to continue participating in the System group health, life and dental plans, at the employee's expense, until such time as he/she becomes eligible for Medicare or Medicaid.

**Section E**

The Employer shall provide an LTD policy for all eligible employees which will remit 66-2/3 of the employee's gross salary after ninety (90) days of any extended illness or injury. Maximum monthly benefit allowed is six thousand dollars (\$6,000).

The Employer will continue to provide hospital/medical benefits, either a single premium plan or a family premium plan, whichever the employee was on when disabled, for a maximum period of two (2) years. The employee shall provide proof of application for Social Security disability benefits from the Social Security Administration within the first 6 months of the long term disability. If the employee fails to provide the proof, they will be limited to one (1) year on the Employer's health insurance benefit plan as per the labor agreement, while on long term disability. After the two year or one year period, whichever is appropriate, and if so allowed to do so by the insurance carrier, the employee would be eligible to purchase single or family insurance for as long as allowed by the carrier.

**Section F. Health Care Savings Plan**

The parties to this Agreement agreed to enrollment in the Health Care Savings Plan (HCSP) in March of 2006 under the following terms and conditions:

Employee participation in the MN HCSP will remain in effect until amended or repealed through agreement between the Employer and the Union. The plan will be administered as per provisions of MN Statutes 352.98 and is subject to the fees, regulations and conditions established by the Plan Administrator and the MN State Retirement System. Participation by all full-time employees eligible for insurance benefits as defined in the current CBA is mandatory.

Payroll deductions shall be made each bi-weekly pay period. Each employee eligible for participation in the HCSP shall contribute one percent (1%) of his/her gross bi-weekly pay as a contribution to the HCSP. Each employee eligible for participation in the HCSP who is eligible for severance payout of accumulated sick leave, as defined in the CBA, shall contribute one hundred percent (100%) of the dollar amount of such accumulated sick leave to the HCSP upon separation in good standing from ALS. The Employer shall not make any contributions on behalf of eligible employees into the HCSP.

Participants in the HCSP understand that the fund is established as a tax-free account for funds going in and funds that are withdrawn, but are limited to use for IRS approved medical expenses, only upon separation of employment from ALS, or in the event the employee begins collecting a disability benefit from a public pension plan, is on medical leave for six (6) months or more, or is on a leave of absence for one (1) year or longer. Any changes to MN Statutes 352.98 shall automatically apply to the plan and may affect the above described terms and conditions.

## **Article 12** **Seniority**

### **Section A**

(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, 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 apply in regard to other benefits. Employees shall be placed on probation for a period of ninety (90) days, and upon successful completion of probationary period, seniority shall revert to the first day of employment and the employee shall become eligible for contractual benefits. During the probationary period, an employee may be discharged without cause and have no access to the grievance procedure.

(2) Part-time employees seniority shall be based on an equivalent of 2,080 hours per each year of seniority and adjusted accordingly.

(3) Hours which shall be accumulated as seniority shall not include any overtime hours, but shall include hours worked by a part-time employee in excess of that employee's regularly scheduled work week, but less than forty (40) hours during that work week.

### **Section B**

An employee shall lose his/her seniority standing if:

- (1) The employee voluntarily resigns from employment;
- (2) The employee is discharged for cause;
- (3) The employee fails to return from a granted leave of absence;
- (4) The employee is absent for any reason beyond one (1) year; {two (2) years if due to disability as per Article 11, Section E}, after exhaustion of vacation and sick leave;
- (5) The employee fails to report for work after a layoff within five (5) days after receipt of notice by registered mail. The Executive Director shall send this notice to return to work to the employee at his/her last-known address.

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

### **Section C**

In case of transfer from one classification of work to another or from one work area unit to another, the employee involved in the transfer shall not lose seniority standing.

### **Section D**

Temporary vacancies 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. An employee 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 employee filling such vacancy shall receive the higher rate of pay.

### **Section E**

Notice of all vacancies and newly-created positions shall be posted on the employees' bulletin boards. An employee shall be given five (5) working days time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he 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 his qualifications, unless he 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.

### **Section F**

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.

## **Article 13** **Layoff and Recall**

### **Section A**

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.

### **Section B**

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.

In the event of a layoff, the least senior employee shall be laid off. In the event of 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 in accordance with

the qualifications provisions of Article 12, Section E. The bumped employee may then bump any employee with less seniority, provided he/she is qualified for the position under the qualification provisions of Article 12, Section E. 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.

### **Section C**

Employees shall be recalled to work in reverse order of their lay off provided that they are qualified under the provisions of Article 12, Section E, to perform the available work. Notices of all posted vacancies or job openings 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 ALS with an up-to-date, current address.

### **Section D.**

Temporary Reduction in Employment: In the event of an economic downturn or budget shortfall, ALS may request that employees take voluntary furloughs to avoid layoffs, regardless of seniority. Such furloughs may be for some or all of its employees up to a maximum of twelve days per calendar year, without pay, based upon the needs of ALS and the number of employees who volunteer. Employees on furlough may not use vacation or compensatory time for the days they are on furlough.

## **Article 14** **General Provisions**

### **Section A**

There shall be no replacement of regularly scheduled employees by casual workers. First consideration for higher rated positions shall be given to regular employees who are deemed qualified by the Employer.

### **Section B**

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

### **Section C**

For the purpose of calculation of seniority and the probationary period, seniority shall be based upon hours worked as defined in Article 12, Section A (3), including holiday, vacation, sick hours and workers' compensation hours (as outlined in Article 7, Section D). Hours worked for the purposes of accrual of vacation and sick leave shall be defined to include hours on vacation and hours on sick leave.

### **Section D**

In the event an employee's job description is changed, the employee affected and the Union shall be notified of such change and shall receive a copy of the new job description and pay rate.



If the Union believes such change significantly impacts upon the knowledge, skills and abilities required to perform the job, the System agrees to meet and negotiate with the Union regarding the appropriate compensation for the job at issue.

**Section E**

Upon reasonable notice, the System agrees to meet and confer under the provisions of Minnesota Statute 179A.06, Subd. 4, regarding health and safety issues.

**Section F**

A Comparable Worth Appeals Committee shall be established which shall consist of two (2) Union and two (2) Management employees. Any employee may request re-evaluation of their position once in a calendar year before this committee; however, no more than two (2) re-evaluations may be considered by this Committee during any calendar year. The Committee shall hear evidence and testimony from the appealing employee and his/her supervisor, and if a majority decision is reached, shall make a recommendation to the Board of Directors within three (3) months of the appeal hearing. The decision of the Board of Directors shall be binding upon the employee and Management, and shall not be subject to the grievance procedure as contained herein. An employee whose job is re-evaluated shall have any salary adjustment retroactive to the time of the request for re-evaluation.

**Section G**

The Employer will provide a direct deposit payroll system for all interested employees as soon as is practical. After ratification of the 2003 Labor Agreement on February 13, 2003, all new employees will be enrolled in the direct deposit payroll system.

**Article 15**  
**Grievance Procedure**

**Section A**

The Employer agrees to permit the grievance committee to appear at grievance meetings with department heads or the Employer without loss of pay. The Union representative shall also have access to the premises of the Employer at reasonable times to investigate grievances and other problems with which they are concerned.

**Section B**

A duly-authorized grievance committee representing the Union shall be named by the Union, and a list of members of the committee will be submitted to the Employer each year following the Union's annual meeting.

**Section C**

**Computation of Time:** In computing any length of time prescribed or allowed by procedures herein, the day of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

## **Section D**

**Filing and Postmark:** The filing or service of any notice or document shall be timely if it is personally served or if it bears a certified postmark of the U.S. Postal Service within the time period.

## **Section E**

For the purposes of this Agreement, a grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. The parties have agreed that a grievance must be filed within twenty (20) calendar days of the date the employee knew or should have known of the incident giving rise to the grievance. The Employer and the Union shall attempt to adjust all grievances in the following manner:

**Step A** First, an effort shall be made to adjust the grievance between the Employer, a Union steward or the Union representative, the immediate supervisor or department head. The supervisor or department head shall acknowledge and give disposition of the grievance in the first step in writing to the employee and the Union within five (5) calendar days from the date of the grievance meeting between the parties in the first step. Should the supervisor or department head fail to answer the grievance within the time limits of Step A, such grievance shall automatically progress to Step B. In the event the grievance is unresolved, the grieving party or the Union shall have seven (7) calendar days to submit the grievance to Step B.

**Step B** In the event no settlement is hereby reached, the employee, his steward or Union representative shall submit a written request to the Employer within seven (7) calendar days to provide a formal hearing on the grievance in an effort to resolve the grievance. The Employer shall schedule a formal hearing within fifteen (15) calendar days thereof, except that by mutual agreement the time limits may be extended.

**Step C** In the event no settlement is reached in Step B, the parties may mutually agree to request the Bureau of Mediation Services to assist the parties with non-binding grievance mediation. The parties agree to meet at mutually acceptable times and places in an attempt to resolve the grievance under the provisions of the Bureau of Mediation Services non-binding grievance mediation procedures.

**Step D** In all cases when a grievance or dispute is submitted to the provisions of Step B, or upon mutual consent to Step C, and remains unresolved, the parties hereto agree that within twenty (20) calendar days, the parties shall submit to the Director of Mediation, a request for a list of five (5) names of arbitrators. Upon receiving such list, the method in the selection shall be by virtue that each party shall eliminate one (1) name at a time until one (1) name remains. The remaining name shall be the arbitrator who shall make his/her decision regarding the grievance and which shall be binding on the parties. It is further hereby agreed that the cost and expense of the arbitrator shall be shared equally by the parties to this Agreement. Method in Striking Names Submitted for Arbitrator: The grieving party shall strike first. The arbitrator shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this

Agreement.

**Section F**

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**Article 16**  
**Demotions and Transfers**

**Section A**

Demotions or transfers shall be made only for just cause. The employees affected shall receive notice in writing stating the reasons for the action taken.

**Article 17**  
**Suspension and Discharge**

**Section A**

Suspensions and discharges shall be made only for just cause.

**Article 18**  
**Wage Administration**

**Section A**

**Itemized Statement with Employee's Paycheck:** The Accounting Department shall provide an itemized statement for each employee with each pay check so that each employee may be able to account for the number of regular hours, overtime hours, premium pay and all authorized deductions from such employee's earnings.

**Article 19**  
**Jury Duty**

**Section A**

Any employee who is summoned for jury duty shall receive his regular pay for such period. Further, any employee shall return to the Employer the amount of jury pay received from the court, less mileage and per diem.

**Article 20**  
**Time Off for Union Activities**

**Section A**

Employees elected or appointed by their peers shall be allowed time off without pay for Union activities as follows:

1. Nine (9) days biannually to attend the International Convention (one (1) employee).
2. Five (5) days to attend State Federation of Labor Convention (one (1) employee).
3. Two (2) days to attend Minnesota State Council 65 Convention (two (2) employees).

**Section B**

The Employer shall permit up to three (3) members of AFSCME Local 3258 to participate in negotiations without loss of pay for up to four (4) sessions per contract negotiations. In the event such employees need to be replaced, the Union agrees that they may be replaced with any available employees.

**Article 21**  
**Workshops**

**Section A**

Employees required to attend workshops, training sessions, etc., at non-regularly scheduled times shall be granted compensatory time off which must be taken within the pay period during which it was earned or, by mutual agreement between the employee and the Employer, pay in accordance with the overtime provisions contained herein.

**Article 22**  
**Meal and Travel Allowances**

**Section A**

(1) Employees shall be reimbursed for meal and travel expenses not to exceed the following rates:

\$ 8.00 - Breakfast  
\$12.00 - Lunch  
\$19.00 - Dinner

(2) Meal allowance will be on a full daily basis of \$39.00.

For example, if an employee entitled to reimbursement for breakfast, lunch and supper as defined below, submits no reimbursement for breakfast, this employee will be eligible for the full daily allowance of \$39.00 for that day as reimbursement for lunch and supper. Receipts must be presented with the next time card to be valid. Receipts must have establishment name and be marked paid and signed by the cashier or waiter/waitress.

(3) Mileage shall be paid at the Board approved rate.

(4) Mileage shall also be paid for travel to workshops, training sessions, etc., at the above

rate from the regular work station when such sessions are on the employee's regularly scheduled day off.

- (5) The Employer agrees to establish and maintain for all Mail-A-Book and Bookmobile personnel an "Established Work Station."
- (6) For travel outside the seven (7) county area, employees shall be reimbursed for actual expenses by the Employer upon approval of the Employer to attend required conferences, workshops, etc., and with receipts required as below. If any employee applies at least ten (10) days in advance, he/she may be advanced up to three-fourths (3/4) of anticipated expenses to a maximum of two hundred fifty dollars (\$250.00).
- (7) If an employee is required to attend a conference, workshop, etc., within the seven (7) county area, he/she shall be reimbursed for lunch with receipts required as below. If total time exceeds twelve hours, he/she shall be reimbursed for supper.

No expenses may be charged to the System except employees who are regularly required to be away overnight.

Meals for employees traveling in the course of duty shall not be reimbursed if there is no required overnight stay.

Itemized receipts must be presented with the next time card to be valid. Itemized receipts must have establishment name and be marked paid.

- (8) Bookmobile employees who are normally scheduled out for twelve (12) hours or more or in an emergency situation shall be entitled to pay for one (1) lunch as described in Sections (1) and (7) of this Article and a one-half (1/2) hour unpaid lunch period as provided for in Article 5, Section D, as long as the Bookmobile schedule is not changed.
- (9) For mandated seminars or training outside the employee's regularly scheduled hours of work, the System shall pay the registration fees, and employees shall be paid for travel time to and from the seminar or training for the time spent traveling from their regular duty station or their home, whichever is closer to the seminar or training.

For non-mandated seminars or training, employees who receive permission to attend and do attend such seminars shall not suffer a reduction in pay, but shall not be paid for travel time. Should such non-mandated seminars or training occur on an employee's scheduled day off, the employee shall be paid for the time spent in such seminars up to a maximum of eight (8) hours. The System may, in its sole discretion, pay registration fees for non-mandated seminars or training.

## **Article 23** **Longevity**

### **Section A**

After twenty thousand eight-hundred (20,800) hours of full-time service, an employee shall

receive a salary addition of four percent (4%) of base pay, exclusive of overtime.

**Section B**

After ten thousand four-hundred (10,400) hours of part-time service, exclusive of overtime, an employee shall receive a salary addition of two percent (2%). After twenty thousand eight-hundred (20,800) hours of part-time service, employees shall receive another salary addition of two percent (2%), exclusive of overtime.

**Article 24**  
**Duration**

This Agreement shall remain in full force and effect through December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party desires to modify or amend said Agreement. The request to modify or amend the Agreement shall be made by either party giving a written notice of such intent not less than ninety (90) days prior to the expiration date of this Agreement or an extension thereof.

**Article 25**  
**Finality and Effect**

Any matters relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except as specified in Article 27, Severability.

This Agreement constitutes the full and complete agreement between the Employer and the exclusive representative representing the employees in the bargaining unit. The provisions herein relating to the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Article 26**  
**No Strike - No Lockout**

The parties to this Agreement agree that there shall be no strike or lockout during the life of this Agreement.

**Article 27**  
**Severability**

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any other provision thereof. The parties hereto shall meet and negotiate a replacement provision for any such provision held invalid.

**Article 28**  
**Gender**

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations when they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations when they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.


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

**Arrowhead Library System**  
**Mt. Iron, Minnesota**  
**County & Municipal**

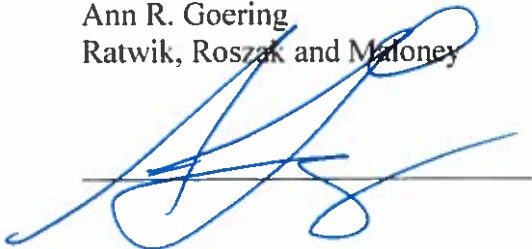
  
Executive Director

  
Staff Representative

  
Library Board Chairman

  
President

Ann R. Goering  
Ratwik, Roszak and Maloney



\*The parties agree and understand that Ratwik, Roszak and Maloney does not become a party to this Agreement through the act of negotiations or by signature of its representative.

## Appendix A Classifications and Wage Rates

**Pay increases are as follows:**

Effective 1/1/2017, 2.25% general wage increase  
 Effective 1/1/2018, 2.25% general wage increase  
 Effective 1/1/2019, 1.75% general wage increase

The pay scale reflects beginning and ending rates for the term of this agreement.

<u>Positions</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
	<u>Hourly</u> <u>Rate</u>	<u>Hourly</u> <u>Rate</u>	<u>Hourly</u> <u>Rate</u>
Acct Clerk	\$ 21.89	\$ 22.38	\$ 22.77
M-A-B Clerk	\$ 21.11	\$ 21.58	\$ 21.96
Distribution Clerk	\$ 21.11	\$ 21.58	\$ 21.96
Word Processing Operator	\$ 21.89	\$ 22.38	\$ 22.77
BKM Driver	\$ 21.51	\$ 21.99	\$ 22.37
II-L Assistant	\$ 21.89	\$ 22.38	\$ 22.77
BKM Assistant	\$ 23.26	\$ 23.78	\$ 24.20
Acquisitions/Processing Clerk	\$ 21.89	\$ 22.38	\$ 22.77
Maintenance Technician	\$ 22.25	\$ 22.75	\$ 23.15
BKM Clerk	\$ 22.25	\$ 22.75	\$ 23.15
Bookkeeper	\$ 22.65	\$ 23.16	\$ 23.57
M-A-B Coordinator	\$ 22.65	\$ 23.16	\$ 23.57
Syst. Support Tech	\$ 24.14	\$ 24.68	\$ 25.11
Graphic Artist	\$ 23.03	\$ 23.55	\$ 23.96
ILL Coordinator	\$ 24.07	\$ 24.61	\$ 25.04

Effective with the 2007 Agreement ratification, the parties agreed that the position of System Support Technician shall be "red circled" for purposes of pay equity based on the Bjorklund study. The current incumbent shall continue to be paid at the above noted rates of pay, but if the incumbent vacates the position on a permanent basis, the replacement or new employee hired to fill the position shall be paid at the hourly rate as determined by the Bjorklund Study. The position of Graphic Artist was subject to the same "red circling" with the 2007 Agreement ratification. However, that position was vacated and filled by a new employee in 2009 at which time the hourly rate was determined by the Bjorklund Study.

**New Employees Pay Rates:**

Start - 80% of base rate

6 months - 85% of base rate

1 year - 90% of base rate

18 months - 95% of base rate and at 2 years 100% of base rate.

Employer may start a new employee above the start rate of pay or skip a step in the above progression based upon appropriate degree, certification or reliable work experience. In the event the Employer determines to start a new employee above the start rate or skip a step in the progression, the Employer shall share the documented evidence of appropriate degree, certification or reliable work experience with the Local 3258 President.