

AGREEMENT

BETWEEN

LAKE AGASSIZ REGIONAL LIBRARY

AND

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

LOCAL UNION 3262

JANUARY 1, 2016 to DECEMBER 31, 2018

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ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into as of the 1st day of January 2016, between the Lake Agassiz Regional Library, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 3262, hereinafter called the Union. It is the intent and purpose of this Agreement to:

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

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 II
RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Minnesota Public Employment Labor Relations Act of 1971 and amendments thereto, more particularly referred to as Minnesota Statutes 179A.03, Subd. 14, inclusive, for all Employees of the Lake Agassiz Regional Library who are employed for more than 14 hours per week or more than 67 working days per year, excluding supervisory and confidential Employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 No discrimination shall be exercised against any employee because of Union membership nor because of race, creed, sex, sexual orientation, age, color, religious belief or political belief.

ARTICLE III
DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees, AFL-CIO, Local Union, No. 3262.
- 3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 3262.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The Lake Agassiz Regional Library.
- 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: Executive Officer of Employer.
- 3.7 OVERTIME: Work performed in excess of 40 hours per week.

ARTICLE IV
EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down or other interruption of or interference with the normal functions of the Employer.
- 4.2 Any Employee who engages in an unlawful strike may have his/her employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee.
- 4.3 Any Employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An Employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the Employee shall be on probation for two years.

ARTICLE V
EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the number of personnel; to establish work schedules; to establish and modify the organization structure and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established and modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate. The Employer agrees to notify the Union of any policy change affecting terms and conditions of employment not specifically established by this Agreement.

ARTICLE VI
UNION SECURITY

- 6.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and
- (a) The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and
 - (b) The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.
 - (c) Fair Share/ Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.
- 6.2 The Union may designate four (4) Employees from the Bargaining Unit to act as Stewards (one of whom shall be Chief Steward) and the Union Secretary/Treasurer shall inform the Employer in writing within 10 work days of such choices and changes in the position of Stewards. Said Stewards shall constitute the grievance committee. Stewards and Officers are one and the same with the President being the Chief Steward.

- 6.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.4 The employer will notify the Union Secretary/Treasurer of the names and work locations of any newly hired, promoted, transferred, retired or terminated Union employees. The employer will provide this information in a timely manner.
- The Union shall use its best efforts to acquaint all Employees with the contents of this Agreement.
- 6.5 Upon formal written request to the Regional Library Director, a union steward shall be permitted reasonable time off to attend an arbitration proceeding without loss of time or pay during regular working hours.
- 6.6 The Union shall be allowed to enclose a single notice, per branch, capable of being inserted into a letter size envelope with payroll checks, for posting, copying, or distribution as required.

ARTICLE VII

EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 When an Employee feels that there has been a violation concerning the interpretation or application of this Union Contract, s/he shall notify the immediate supervisor of the specifics of the grievance in writing within 14 calendar days, citing the chapter and verse of the agreement that is violated. The supervisor must then respond by meeting with the employee within 14 calendar days and issuing a written decision to the employee thereafter within 5 calendar days.
- 7.2 If dissatisfied with the decision, the employee may appeal in writing to the Director within 14 calendar days, enclosing the complaint and supervisory decision and setting forth the reasons for the appeal and the relief requested. The employee may request a meeting with the Director and be accompanied by a union representative. That meeting must take place within 14 calendar days following the Director's receipt of the appeal. The Director must respond in writing within 14 calendar days to the employee and the union representative with a decision addressing each item of the complaint.
- 7.3 If further dissatisfied, then mediation/arbitration as usual applies 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.
- 7.4 Any failure to advance a grievance within the time schedule set forth shall be a waiver of the grievance. Time limits set forth in this section shall be extended by mutual agreement by both parties.

- 7.5 An aggrieved Employee may have a union steward or designee present at any step of the grievance procedure. It is agreed that the union steward or designee shall not be compensated by the Employer for travel or travel time for this purpose.

ARTICLE VIII
SENIORITY

- 8.1 Seniority shall commence on the date on which an Employee is employed on a permanent basis. If two or more employees have the same seniority date, seniority will be determined by lot.
- 8.2 During the probationary period of six months a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 8.3 A reduction of work force will be accomplished on the basis of seniority and qualifications. Seniority will be considered on a system-wide basis. If the Employer determines, however, that staff reductions or layoffs are required because of inadequate financial support from a governmental unit(s) which is a participating party within the Lake Agassiz Regional Library, the Employer shall be allowed to reduce the work force or lay off Employees in those library agencies whose level of local financial support the Employer determines has made the reductions or layoffs necessary or in those departments which provide services to the same areas. Such reductions or layoffs shall be accomplished on the basis of qualifications and the inverse order of seniority within the affected library agencies or departments based on each Employee's total length of continuous service with the Employer. Casuals and temporary employees, where feasible, will be laid off first assuming Union staff of the same qualifications agree to cover the hours or days or duties normally covered by such staff.
- 8.4 Employees shall be recalled from layoff on the basis of seniority and qualifications. An employee on layoff shall have an opportunity to return to work within one (1) year of his/her layoff before any new Employee is hired, except if the Employee's total length of continuous service is less than one (1) year Employee shall have the period of his/her length of service in which to return. Any individual on leave of absence when laid off shall not be considered for an opening if such opening occurs during the continuation of the leave of absence. Any Employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with Employer.
- 8.5 An Employee shall lose his/her seniority standing upon voluntary resignation from employment or upon discharge for any cause.
- 8.6 The existence of new Union positions or vacancies will be posted on the Employment page of the LARL website, www.larl.org. An e-mail message will be sent to each branch and/or branch supervisor notifying that a new vacancy has been added. Such postings shall be for the purpose of providing Employees notice of opportunities for promotions or transfers. However, contents of the LARL website are public documents and it is the

Employer's policy to publicly advertise all new positions or vacancies, which policy is not changed by this provision. Applications of the interested parties should be sent to the Director of Finance & Human Resources. Any employee who meets or exceeds the posted qualifications for a position opening shall be granted an interview when applying for a LARL position.

- 8.7 Where qualifications for a description, including but not limited to ability, skill, merit and efficiency are substantially equal, preference in regard to promotions or vacancies shall be given to the most senior qualified Employee.
- 8.8 Notice of vacancies or newly created positions shall state the type of work, place of work, rate of pay, hours to be worked, job classification and a summary of the qualification or eligibility requirements for the position.

ARTICLE IX DISCIPLINE

The Employer shall discipline Employees for just cause only.

ARTICLE X CONSTITUTIONAL PROTECTION

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

ARTICLE XI HOURS OF WORK

- 11.1 Any five days, Monday through Saturday, shall constitute a normal workweek. When an Employee is requested and/or authorized to work additional hours the employee will be compensated, at the employee's option, at the rate of one and one-half times his/her regular rate of pay or in compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours in a workweek. All requests to work additional hours must be approved in advance by the Regional Library Director and shall be taken off within the following two pay periods by mutual agreement with the immediate supervisor.
- 11.2 Employees will by mutual agreement with their immediate Supervisor be allowed to request flexible scheduling to complete a workweek, so long as such hours do not conflict with the needs of the Library System, nor exceed 40 hours in any given workweek. For the purposes of this article, a calendar week, the time an employee may request flexible scheduling and not exceed 40 hours, begins with Sunday and ends with Saturday.
- 11.3 No full time employee shall be required to work on Sunday by adjusting their normal workweek. Should any employee choose to work on a Sunday, such employees shall be given such opportunity without adjustment of his/her regular workweek. Full time em-

ployees shall be defined as in Article 16.7 of this agreement. It is further understood by the parties that \$2.00 per hour shift differential shall be paid in addition to their regular wage to all employees.

- 11.4 Part-time employees may be asked to temporarily increase their regularly scheduled hours. Benefits for these additional hours worked will start accruing at the beginning of the third pay period in which the schedule change has been in effect. Health and life insurance benefits will apply when the adjusted schedule of 30 hours or more per week will be in effect for at least 60 days.

ARTICLE XII HOLIDAYS

- 12.1 All Employees shall earn regular holiday pay prorated on the average of regularly scheduled hours. Holiday leave hours shall be applied for the employee's regularly scheduled hours on the day the holiday falls. Vacation hours shall be applied in the event that all holiday leave is used prior to year-end. Employees who do not use the full allocation for holidays listed below will be allowed to request time off within the calendar year with the approval of their supervisor. Holiday hours must be used by December 31 of each year. If an employee quits mid-year, holiday leave will be prorated based upon the number of holidays which occur prior to termination.

Examples of how LARL will pro-rate holiday hours based on the average of regularly scheduled hours are:

Full-time (40 hours) equals 11.5 holidays x 8 hours per holiday = 92 annual hours.

Part-time (25 hours) equals 11.5 holidays x 8 hours per holiday x 62.5% proration = 57.5 annual hours.

List of Holidays

New Year's Day, January 1
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, December 24 (one-half day)
Christmas Day, December 25
Two Floating Holidays

- 12.2 Whenever a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- 12.3 If Christmas Eve falls on a Saturday, Sunday or Monday, all LARL agencies shall be closed all day. Employees may be excused to attend church services on Good Friday and to vote during the forenoon on election days.

- 12.4 On New Year's Eve and Thanksgiving 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 XIII
VACATIONS

- 13.1 All Employees shall earn vacation pursuant to the following schedule:

1. 1 through 3 years:	12 working days
2. 4 through 6 years:	15 working days
3. 7 through 9 years:	18 working days
4. 10 through 14 years:	20 working days
5. 15 years +:	24 working days

Permanent part-time employees shall be eligible for prorated vacation pay based upon the average number of regularly scheduled hours.

Employees shall be eligible for vacation increases provided above upon the anniversary date of their employment as provided in Article 13.4.

- 13.2 Employees shall be entitled to take earned vacation commencing January 1 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 Leave of Absence (Leave Without Pay) Policy and the needs of the Employer.
- 13.3 In determining vacation periods, the wishes of the Employee will be respected as to the time of taking vacation insofar as the needs of the service will permit. It being understood that when an agreement cannot be reached between Employees, vacation periods will be determined on a first come, first serve basis.
- 13.4 Vacation time shall start to accrue from the first day of the calendar month that is nearest to the starting date of employment. Any staff member leaving the service of the library in good standing shall be compensated for vacation time accrued to the day of separation. Any Employee terminating his/her service at the library or who has taken unearned vacation in advance shall be required to compensate the library at termination for the actual value of the unearned vacation so taken.
- 13.5 Legal holidays falling in the vacation period are not counted as part of the vacation period.

ARTICLE XIV
SICK LEAVE

- 14.1 Such leave shall be earned on the basis of one (1) day of leave for each month of service. Unused sick leave as of December 31 of each year shall be allowed to accumulate to a total of one hundred and twenty (120) days. Permanent part-time employees shall be eligible for pro-rated sick leave pay based on the average number of regularly scheduled hours.
- 14.2 Whenever Employees have the maximum one hundred twenty (120) days accumulation, additional sick leave shall be earned on the basis of one-half (1/2) day for each month of service. This additional sick leave shall be allowed to accumulate to a total of twelve (12) days in a deferred sick leave bank. It shall not be counted toward severance pay provided in Article 14.4.
- 14.3 No advance shall be given on sick leave.
- 14.4 Upon death or retirement from employment one-half of the unused portion of sick leave shall be granted as severance pay to the Employee or be paid to the Employee's estate. An employee with 10 or more years of service who terminates his or her employment voluntarily, and while in good standing, shall be compensated for 10 % of accumulated sick leave as severance pay.
- 14.5 Employees, as of the effective date of this Agreement, shall be credited with the amount of accrued leave time they have credited to their account.
- 14.6 Sick leave with full pay is allowed all permanent Employees unable to work because of illness or injury, including disabilities caused by pregnancy, or because the Employee has a contagious illness. With prior approval of the Employee's supervisor, sick leave may be used for necessary medical, optical and dental attention, including treatments by chiropractors and psychological counseling, for an Employee if it cannot be arranged outside of working time. Sick leave may be used in case of illness or injury in the Employee's immediate family requiring his/her attention and shall be for the time required. The term "immediate family" shall be limited to spouse, children, parents, and spouse's parents legally residing in the household of the Employee. Further, up to 8 hours of sick leave per year may be used by employees to attend necessary medical, optical and dental appointments with members of the Employee's immediate family. When applicable, the Minnesota Parenting Leave Act, Minn. Stat. §§ 181.941-181.944 will be followed.
- 14.7 Sick leave may also be granted for one day in the event of surgery or emergency illness of the following family members not legally residing in the household of the Employee: father, mother, wife, husband, sister, brother, children, grandchildren, father-in-law and mother-in-law.
- 14.8 The Employer may require a medical examination and report from a physician, to be selected by the Employer to justify continued sick leave. The examination and report shall be at the Employer's expense.

- 14.9 Should an Employee become ill or disabled while on vacation, to the point that s/he must visit a doctor or become hospitalized, vacation leave shall be changed to sick leave, effective the date of the illness, upon notice to the Regional Library Director. When the Employee returns to work s/he must bring a statement from a medical practitioner describing the nature of the Employee's illness.

ARTICLE XV
TIME OFF FOR UNION ACTIVITY

- 15.1 Any Employee elected by the Union to represent such Union at International, State or District meetings, and which requires his/her absence from duty, shall be granted reasonable time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer.
- 15.2 Up to 4 employees elected by the Local to perform as negotiators shall be paid their regular hourly pay for all hours of joint negotiations as well as travel time to such meetings. Employees elected by the Local will not be paid for pre-negotiating sessions. The Union will provide LARL management with the names of the members of its negotiating team two weeks prior to the initial joint meeting and give as much advance notice as possible of any changes during negotiations.

ARTICLE XVI
WAGE ADMINISTRATION

- 16.1 The Wage and Salary Schedule shall be incorporated as a part of this Agreement as Appendix "A".
- 16.2 It is agreed that in the event of termination of employment of any Employee within the Bargaining Unit, that the Employer shall have the right to set replacement Employee salaries at a level, entry or above, to be determined solely by Employer. A new Employee shall not be offered a higher salary than a similarly qualified current Employee. An employee who leaves his or her employment in good standing and is rehired within one year shall receive credit for prior employment on a prorata basis at 50% of the previous time worked.
- 16.3 There will be 24 pay periods per year for all Employees. Paydays shall be on the 15th and the last day of the month. Whenever a payday falls on a Saturday, Sunday, or holiday, the preceding day (Monday-Friday) shall be considered the payday. Paychecks will be issued by direct deposit only unless the employee sends a signed written objection to the Business Office. Employees are responsible for providing the Business Office with accurate direct deposit information in a timely manner.
- 16.4 The Employer agrees to provide to all permanent full-time Employees comprehensive group health insurance including major medical and hospitalization. In the event the 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. The Employer shall pay the full cost of this insurance for these Employees.

16.5 In addition to the single coverage for comprehensive health insurance provided in Article 16.4, the Employer shall provide dependent coverage to all permanent full-time Employees who desire such coverage and shall contribute the cost of the single coverage toward the total premium per month per Employee. Employees who receive dependent coverage shall contribute a sum which is the difference between single and dependent coverage per month per Employee.

16.6 Establishment of VEBA: Effective January 1, 2004, the Employer shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501 (c) (9) of the Internal Revenue Code.

- a.) Benefits provided through the VEBA: The Employer shall provide the following welfare benefit arrangement through the VEBA Plan: The Health Reimbursement Arrangement for Active Employees.
- b.) Payment of Administrative Fee: Administrative fees allocable to the individual accounts of active employees shall be paid by the Employer. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from the individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA plan is terminated.
- c.) Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

Subdivision 1c - Contributions to the Active Employee's Plan: The Employer will make a monthly contribution to the individual accounts under the Health Reimbursement Arrangement for Active Employees for qualifying employees who are members of the Collective Bargaining Agreement in accordance with the following schedule:

\$50.00 for each qualified employee who elects single coverage under the group health plan described in Subdivision 2c.

\$50.00 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2c.

- d.) Employer Contribution at Retirement. At retirement, as defined in Article 18.4, employee may elect to have all or a portion of sick leave payout, vacation pay and severance pay, if applicable, deposited into their VEBA account. Contributions will not be included in gross income.

Subdivision 2c - Group Health Plan: In coordination with the VEBA plan, effective January 1, 2004 the Employer will make available a high deductible health plan. The Employer shall pay the full cost of single coverage for this insurance for all permanent full-time employees. The Employer also shall provide dependent coverage, under the same high deductible plan, to all permanent full-time Employees who desire such coverage and shall contribute the cost of the single coverage toward the total family premium per month per Employee. Employees who receive dependent coverage shall contribute a sum which is the difference between single and dependent coverage per month per Employee. As of the effective date, the coverage and conditions provided for in this Subdivision replaces any previous group health insurance and provisions provided for under sections 16.4 and 16.5 and will remain in effect for the duration of this agreement.

- 16.7 Employer shall provide and pay for term life insurance in the amount of \$20,000 for each 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.
- 16.8 Permanent Employees who work a minimum of 30 hours per week shall be considered full-time Employees in determining eligibility for the insurance programs provided in Articles 16.4, 16.5, 16.6, & 16.7.
- 16.9 Employees will be eligible for pro-rated longevity incentives based on regular hours worked according to the following table. Longevity payments will not be paid on overtime hours. Employees will begin earning pro-rated longevity benefits on the first day of the 7th year of employment and move through the table based on their anniversary date. (Example: If an employee is hired on July 1, 2012, the employee completes 6 years of service, and leaves the grid on June 30, 2018. The employee is eligible to begin receiving longevity pay credit on July 1, 2018 and eligible for pro-rated longevity pay on December 15, 2018.) Longevity payments shall be by separate check on December 15th for Employees on the Employer's payroll at that time. Longevity schedule:

<u>Years of Service</u>	<u>Cents Per Hour</u>
at the beginning of year 7 - through the end of year 10	.09
at the beginning of year 11 - through the end of year 15	.15
at the beginning of year 16 - through the end of year 20	.21
at the beginning of year 21 and thereafter	.27

ARTICLE XVII
BEREAVEMENT LEAVE

- 17.1 An Employee shall be allowed up to five (5) working days with pay as bereavement leave, not to be deducted from sick leave, for a death in the immediate family. For the purpose of the Article, immediate family is to be defined as: mother, father, sister, brother, spouse, child, son-in-law, daughter-in-law, grandparent, or grandchild of the employee or the employee's spouse. This section applies to both natural and step relatives.

ARTICLE XVIII
GENERAL PROVISIONS

- 18.1 The Union shall be permitted the use of the bulletin boards located on the premises of the Employer for posting of matters of interest to its members. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.
- 18.2 In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by a court of jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect.
- 18.3 Any Employee shall be granted a leave of absence with pay for service on a jury. If excused, he/she should immediately return to work for the balance of the day.
- 18.4 Employees may retire with full LARL benefits at age 62 or after 30 years of service. LARL's retirement benefits include receiving 50% of the Employees accumulated sick leave at their rate of pay at the time of retirement. Retirement benefits shall not be paid to Employees who fail to meet the minimum age or longevity requirements set forth above.
- 18.5 There shall be one fifteen (15) minute coffee break per each four (4) hours worked.
- 18.6 No Employee shall be required to use his/her private car to carry more than 35 pounds of library material except by mutual consent or on an occasional basis.
- 18.7 Any Employee desiring to terminate their employment shall, whenever possible, present three (3) weeks prior written notification of their intent.
- 18.8 The Director of Finance & Human Resources shall notify the union Steward when a Union member's position changes, including departmental duties and pay level changes after the employee and Supervisor are notified.

18.9 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty or fine, the Union and the Employer will meet immediately to bargain over insurance coverage and related contributions so as to comply with the Act and avoid any penalties or fines for the Employer.

ARTICLE XIX
TERM OF AGREEMENT

The Agreement shall be in full force and effect from January 1, 2016 until December 31, 2018 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 terminate or amend said Agreement.

There shall be an insurance re-opener each of the last two years of this Agreement. Re-openers shall be filed by May 31, 2017 and May 31, 2018. The only items for discussion will be insurance plans as provided by the Employer and financial concerns, including the amount of the Employer's contribution to each Employee's plan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 8th day of January, 2016.

LAKE AGASSIZ REGIONAL LIBRARY
BOARD OF TRUSTEES, MOORHEAD,
MINNESOTA

By 
Robert Perry, President

By 
Craig Bunes, Vice-President

By 
Liz Lynch, Director

LOCAL UNION #3262, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO

By 
Jane Vigness, President

By 
Lori Leichter, Member

By  1-8-2016
Ginger Thrasher, Staff Rep.

APPENDIX "A"
WAGES OR SALARIES IN EFFECT
DURING THIS CONTRACT

NAME OF EMPLOYEE	2016	2017	2018
Beattie	10.00/10.32	10.62/10.94	11.25/11.57
Beatty	10.00/10.32	10.62/10.94	11.25/11.57
Boewood	12.66/13.02	13.39/13.75	14.13/14.49
Bosak	10.00/10.32	10.62/10.94	11.25/11.57
Cameron	12.30/12.66	13.03/13.39	13.77/14.13
Edevold	16.32	16.81	17.31
Green	13.53	13.93	14.35
Gullickson	12.66/13.02	13.39/13.75	14.13/14.49
Haspel	14.68	15.12	15.57
Jacobs	13.02/13.38	13.75/14.11	14.49/14.85
Jensen	10.64/10.96	11.26/11.58	11.89/12.21
Jones	10.00/10.32	10.62/10.94	11.25/11.57
Leichter	11.95	12.31	12.68
Lindgren	10.96	11.58	12.21
Malmanger	16.32	16.81	17.31
Mead	12.30/12.66	13.03/13.39	13.77/14.13
Murphy	10.96/11.28	11.58/11.90	12.21
O'Neil	10.32/10.64	10.94/11.26	11.57/11.89
Osborn	13.02/13.38	13.75/14.11	14.49/14.85
Perry, P.	13.53	13.93	14.35
Perry, C.	13.02/13.38	13.75/14.11	14.49/14.85
Piek	12.30/12.66	13.03/13.39	13.77/14.13
Ridl	11.60	11.90	12.21
Riestenberg	12.66/13.02	13.39/13.75	14.13/14.49
Rutkowski	10.32/10.64	10.94/11.26	11.57/11.89
Savageau	10.00/10.32	10.62/10.94	11.25/11.57
Schaedler	16.32	16.81	17.31
VanBrocklin	12.30/12.66	13.03/13.39	13.77/14.13
VanderMeulen	10.64/10.96	11.26/11.58	11.89/12.21
Vigness	16.32	16.81	17.31
Wulf	12.66/13.02	13.39/13.75	14.13/14.49

Employees on the Union Grid shall receive a step increase beginning the pay period immediately following their anniversary date.

APPENDIX "B"
LAKE AGASSIZ REGIONAL LIBRARY

UNION GRID 2016

Job Category	Classification	YR 1 A	YR 2 B	YR 3 C	YR 4 D	YR 5 E	YR 6 F
Union Job 1	Library Assistant	10.00	10.32	10.64	10.96	11.28	11.60
Union Job 2	Library Associate I	12.30	12.66	13.02	13.38	13.74	14.10

UNION GRID 2017

Job Category	Classification	YR 1 A	YR 2 B	YR 3 C	YR 4 D	YR 5 E	YR 6 F
Union Job 1	Library Assistant	10.30	10.62	10.94	11.26	11.58	11.90
Union Job 2	Library Associate I	12.67	13.03	13.39	13.75	14.11	14.47

UNION GRID 2018

Job Category	Classification	YR 1 A	YR 2 B	YR 3 C	YR 4 D	YR 5 E	YR 6 F
Union Job 1	Library Assistant	10.61	10.93	11.25	11.57	11.89	12.21
Union Job 2	Library Associate I	13.05	13.41	13.77	14.13	14.49	14.85

Off-grid employees: 2016 – 3.0% increase, 2017 – 3.0% increase, 2018 – 3.0% increase.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Lake Agassiz Regional Library (hereafter "LARL") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 (hereafter "Union").

WHEREAS, the LARL and the Union have entered into a collective bargaining agreement for the period January 1, 2016 through December 31, 2018 ; and

WHEREAS, the Union requested to have the Friday after Thanksgiving recognized as an official Holiday during the most recent negotiations session.

NOW, THEREFORE, the parties hereby agree to the following regarding the collection and study of data for the Friday after Thanksgiving:

1. Effective immediately, the LARL will compile/study data that is collected from November 27, 2015 (Friday after Thanksgiving).
2. The Union and the LARL will meet to discuss the data, and possibly negotiate new terms, no later than May 31, 2016.
3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 17 day of December 2015.

LAKE AGASSIZ REGIONAL
LIBRARY BOARD

By: [Signature]

[Title] President

By: [Signature]

[Title] Regional Library Director

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

By: [Signature] 1-8-2016

[Title] AFSCME rep.

By: [Signature]

[Title] LOCAL 3262 Pres

