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**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL NO. 3456A**

**LIBRARY**

**January 1, 2018 – December 31, 2019**

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## **PREAMBLE**

This Agreement is made and entered into by and between THE CITY OF GRAND RAPIDS (hereafter the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3456A (hereafter the "Union").

## **ARTICLE 1 PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

## **ARTICLE 2 DEFINITIONS**

Section 2.1. "Union" means the American Federation of State, County & Municipal Employees ("AFSCME"), Council No. 65, Local No. 3456A, the exclusively recognized bargaining unit.

Section 2.2. "Employer" means the City of Grand Rapids, Minnesota.

Section 2.3. "Union Member" means a member of AFSCME Council No. 65, Local 3456A.

Section 2.4. "Employee" means an employee of the City of Grand Rapids Library Union as recognized herein.

Section 2.5. "Regular rate of pay" means an employee's straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. "Call Out" means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

Section 2.7. "Full time Employee" means a bargaining unit employee whose normal work week of regularly scheduled hours is forty (40) hours per week.

Section 2.8. "Regular part time employee" means an employee whose normal work week of regularly scheduled hours is less than forty (40) hours per week, but more than fourteen (14) hours per week or 35 percent of the normal work week in the employee's appropriate unit, and whose employment is not temporary, seasonal, or intermittent.

### **ARTICLE 3 RECOGNITION**

**Section 3.1 – Recognition.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of employment and other conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees of the City of Grand Rapids Area Library, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14. All other employees of the City of Grand Rapids whose job classifications are not included in Appendix A to this Agreement are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

**Section 3.2 – Individual Agreements.** The Employer agrees that during the term of this Agreement it will not enter into any agreement regarding terms and conditions of employment of the employees in this bargaining unit with any other labor organization, nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

### **ARTICLE 4 UNION DUES, CHECK OFF**

**Section 4.1 – Union Security.** All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member shall have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union. Any employee of the bargaining unit who is not a member of the Union shall pay to the Union a fair share fee for services rendered by the Union pursuant to Minn. Stat. § 179A.06, subd. 3, as amended. The 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 4.2 – Check off.** The Employer shall deduct each pay period from the wages of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are regular Union dues; such deductions to be transmitted to the Union (address to be supplied by the Union). The Union will periodically keep the Employer advised in writing of the respective amounts of the dues and fair share fees, which shall be deducted. The Employer shall remit such deductions to the Union along with a list of the names of the employees from whose

wages deductions were made. It shall be the Union's sole responsibility to determine the amount of the actual dues deductions and to provide the information to the Employer in a timely manner.

**Section 4.3 – Indemnity.** The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken by the Employer related to Sections 4.1 or 4.2 of this Article.

**Section 4.4 – Bulletin Board.** A designated bulletin board shall be made available to the Union for the exclusive purpose of posting Union business notices. All notices posted on the bulletin board shall be initiated either by the Business Representative or a steward and a copy furnished by the Union to the Library Director at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication, or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

**Section 4.5 – Stewards.** The Employer agrees to recognize stewards elected or selected by the Union as provided in this Section, subject to the following stipulations:

- 1) The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- 2) Stewards shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**Section 5.1.** The management of the Library and the direction of the working forces are vested exclusively in the Employer except as expressly modified or restricted by a specific provision of this Agreement. The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizations structure, the selection, direction, and determination of number of personnel, the transfer, alteration, curtailment or discontinuance of any service the establishment and enforcement of reasonable rules and regulations, the change of existing methods, equipment, or facilities, the contracting with vendors or others for goods or services, the hiring, recall, transfer, promotion, demotion, suspension, discipline, and discharge of

employees for good and sufficient reason, and the laying off of employees because of lack of work or for other legitimate reasons.

Section 5.2. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 5.3. Nothing in this Agreement shall prevent the Employer from utilizing or permitting volunteer assistance in the Library. In the event that the Union desires to meet and confer with the Employer regarding the use of volunteers at the Library, the Union shall make a written request to meet and confer and file the same with the City Administrator. Within sixty (60) days of receipt of the request from the Union, the Employer and Union shall schedule a mutually acceptable time and place to meet and confer.

## **ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL**

Section 6.1 – Scheduling. The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Library. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor. Employees may not switch shifts with other employees if doing so will result in overtime payment.

Section 6.2 – Hours of Work. The normal work week for full-time employees shall be forty (40) hours, measured from Sunday through the following Saturday. The regular work day shall be eight (8) working hours, falling between 8:00 a.m. and the scheduled closing time of the Library. This Section shall not be construed as a guarantee that employees will be scheduled to work the regular work day or normal work week on a regular or permanent basis. It is agreed that no employee shall be vested with the right to any guaranteed number of work hours.

Section 6.3 – Breaks. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee’s immediate supervisor. The lunch period shall be unpaid but in the event the supervisor is unable to permit the employee to take the lunch period, the scheduled duration of the lunch period shall be considered as time worked.

Section 6.4 – Attendance. Regular and punctual attendance at work shall be required of all employees. Employees shall submit verified time records on a form supplied by the Employer. The Employer reserves the right to implement the use of time clocks if deemed appropriate by the Employer in its discretion.

**Section 6.5 – Payroll.** The payroll work week shall begin at 12:01 a.m. Sunday and shall continue through 12:00 midnight Saturday. Payroll shall be bi-weekly and paychecks shall be distributed to employees on Fridays every other week. The Employer may maintain up to a two week hold-back for payroll purposes.

**Section 6.6 – Call Off.** 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 three (3) hours of work. If not work is available or if the employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee’s applicable regular hourly rate of pay.

**Section 6.7 – Call Out.** An Employee who is called out to return to work prior to the employee’s next scheduled reporting time shall receive a minimum of three (3) hours of pay at the employee’s regular hourly rate of pay. The Employer may require the employee to work a minimum of three (3) hours. The three-hour minimum does not apply to hours immediately preceding or following a scheduled shift.

**Section 6.8 – Additional Saturdays – Sundays.** Without waiving the Employer’s authority to determine and modify employee work schedules pursuant to Section 6.1, the Employer will meet and confer with the Union before scheduling bargaining unit employees to work Sundays or summer Saturdays.

## **ARTICLE 7 OVERTIME**

**Section 7.1.** Overtime at one and one-half (1-1/2) times the employee’s regular rate of pay shall be approved by the employee’s department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any normal workweek.
- 3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.



**Section 7.2.** Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

**Section 7.3.** Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

## **ARTICLE 8 COMPENSATORY TIME**

**Section 8.1.** An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such request for payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

**Section 8.2.** The maximum amount of hours that may be in the compensatory time bank at any given time is thirty (30) hours. For each hour of overtime accumulated, the employee shall be entitled to one and one-half (1-1/2) hours of work without loss of pay (pursuant to the Federal Fair Labor Standards Act).

**Section 8.3.** An employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by Section 8.2. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

## **ARTICLE 9 HOLIDAYS**

**Section 9.1 – Holidays.** Eligible employees shall receive time off with pay at the employee's

regular rate of pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Christmas Eve	Christmas Day
Friday after Thanksgiving Day	Memorial Day
Independence Day	½ day holiday on the Saturday after Thanksgiving

Not later than the first meeting of each year the Library Board will establish the calendar of days when holidays will be celebrated during the year.

When an official holiday as specified above herein falls on a day of the week when the library would normally be closed (e.g., Sunday), the work day preceding or following the holiday shall be designated by the Library Board, or alternatively the Library Director if the Library Board does not make the designation, as the paid holiday. If an employee is not scheduled to work on an above official holiday and that holiday falls on a day of the week when the library would normally be open, the employee shall be given another day off, which shall be scheduled and taken by the employee at a later date with the supervisor's approval.

If the library is open and an employee works on the Saturday immediately prior to any of the following holidays: Martin Luther King Jr. Day, Presidents' Day, Memorial Day or Labor Day; the employee shall receive premium pay of \$.50/hour for all hours worked on that Saturday.

Section 9.2 – Part Time. Regular part time employees, as defined in Section 2.8, shall be eligible for pro-rated holiday pay.

Section 9.3 – Eligibility. To be eligible for holiday pay, an employee must be in pay status on the scheduled workday immediately preceding and following the holiday. Holidays that occur on a day on which the employee is using his or her flexible time off shall not be charged as flexible time off time.

Section 9.4 – Holidays Worked. When an employee is required to work on a designated holiday, the employee shall be paid premium pay at the time and one half rate in addition to the holiday pay for which the employee is eligible.

## **ARTICLE 10 FLEXIBLE TIME OFF**

Section 10.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the Union shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

**Section 10.2.** The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

**Section 10.3 – Accrual of FTO.** The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

**Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4 <sup>th</sup> anniversary	23	184	7.0769
After the 4 <sup>th</sup> anniversary through the 9 <sup>th</sup>	30	240	9.2320
After the 9 <sup>th</sup> anniversary through 14 <sup>th</sup> anniversary	35	280	10.7692
After the 14 <sup>th</sup> anniversary	39	312	12.

**Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4 <sup>th</sup> anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 4 <sup>th</sup> anniversary through the 9 <sup>th</sup>	<u>20</u>	<u>160</u>	<u>6.15</u>
After the 9 <sup>th</sup> anniversary through the 14 <sup>th</sup> anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14 <sup>th</sup> anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

Regular part-time employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

The City's computerized payroll system is the official record for Flexible Time Off, Extended

Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 10.4 – Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

<b>Days per Year</b>	<b>Hours Per Year</b>	<b>Hours Per 80 hour Pay Period</b>
4	32	1.2308

## **ARTICLE 11 LEAVES OF ABSENCE**

Section 11.1 – Jury or Witness Duty. An employee subpoenaed as a witness in connection with the employee's official duties or called for jury duty shall turn into the Payroll Department any per diems received less mileage for such duty in order to receive their regular wages for the scheduled day missed. An employee may not use flexible time off time or compensation time in order to keep per diems. If an employee is excused early from jury duty, the employee must return to work promptly.

Section 11.2 – Workers' Compensation Leave. Employees shall be entitled to the benefits of the Minnesota Workers' Compensation Act for work-related injuries.

Section 11.3 – Military Leave. Employees shall be granted leave of absence for purposes of military service to the extent required by applicable law.

Section 11.4 – FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has used all accumulated Flexible Time Off and Extended Medical Benefit, parenting leave and FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee's name removed from the payroll. An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician's certification stating that the employee is fit to return to the duties of the employee's position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further

extension of the six (6) month leave will be granted or denied at the Employer's sole discretion.

In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

**Section 11.6 – Leave for Union Activities.** Employees shall be allowed time off without pay for union activities, subject to advance notice to the Director and the Director's approval, both with respect to the requested leave and the specific employee selected to attend the activity, as follows:

- 1) Nine (9) days bi-annually 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).

## **ARTICLE 12 INSURANCE BENEFITS**

**Section 12.1. Health and Welfare.** In 2018 and 2019, while the Local 49 Health and Welfare fund is the insurance provider for employees' health, medical, dental, vision and life insurance and employees are not able to opt out of coverage, the City will cover the full cost of the insurance premium. If during the term of this Agreement the City changes insurance providers in accordance with Section 12.6 below, the City and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 12.4 of this Article.

**Section 12.2 – Life Insurance.** The Employer will provide and pay the premium for eligible full time employees and part-time employees (as defined under Sections 2.7 and 2.8) for a policy of group life insurance in the minimum policy amount of \$10,000 per employee during the term of this Agreement.

**Section 12.3 – Eligibility.** Eligibility for insurance coverages under this Article shall commence on the first of the month immediately following one complete month of employment.

**Section 12.4 – Employer's Obligation.** The Employer's obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the

failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of the Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

Section 12.5. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 12.6. The designation of the insurance carrier in Section 12.1 is inserted for the purpose of defining benefits only, and the Employer reserves the right to provide the insurance coverage referred to in this Article through a carrier of the Employer's choice so long as the level of benefits is substantially equivalent.

## **ARTICLE 13 SENIORITY**

Section 13.1 – Definition. Seniority is defined based on the total number of hours of paid service during the employee's continuous employment with the Employer since the employee's most recent date of hire. There shall be bargaining unit seniority, based on the employee's total number of hours of paid service in the bargaining unit, and classification seniority, based on the employee's total number of hours of paid service in the employee's current classification. Seniority is applicable only as expressly provided in this Agreement.

Section 13.2. – Probation. All newly appointed employees and all employees returning after a break in service shall be designated as "probationary" and must successfully complete a probationary period of service in the position to which appointed. The probationary period shall be 1,040 hours or six calendar months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. The Director has discretion to extend the probationary period up to an additional 1,040 hours or six calendar months, whichever occurs first, upon notice to the Union. During the probationary period or extension thereof, a probationary employee may be suspended, demoted or discharged without recourse through the grievance procedure of this Agreement and such action by the Employer shall not be deemed a breach of this Agreement. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and credited for hours worked retroactive to the date of hire.

Section 13.3 – Layoffs. In the event the Employer determines the need to reduce its workforce by reducing the number of employees, the Employer will determine the positions to be affected by the layoff based on whatever reorganization of duties and functions the Employer determines to be necessary. The job responsibilities of the selected position shall be filled by the best qualified non-probationary employees within the Library, based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned.

In the event that the Employer determines the need to reduce its work force by reducing the number of employees in a specific classification, where the layoff does not involve a reorganization of duties and functions, the Employer will lay off employees by classification by seniority. The following steps will be followed:

- 1) Layoffs shall be accomplished by inverse seniority in the classification affected.
- 2) Employees shall receive no less than seven (7) days notice of layoff when reasonably possible.
- 3) An employee who has received notice of layoff shall be entitled to exercise seniority rights to bump an employee in another classification who has less seniority in the classification, provided the bumping employee has previously served in and successfully complete the probationary period in the classification in which the employee seeks to bump.

Notwithstanding any of the provisions of this Agreement dealing with the order of layoff, employees whose services are, in the sole discretion of the Employer, necessary to ensure efficient operation may be retained irrespective of length of service.

Full time employees who are terminated due to position elimination shall receive up to \$2,000 of out-placement services. The Employer will continue its contribution towards the City's health insurance plan not to exceed six (6) months. If the employee obtains other employment during the six months period and is eligible to receive health insurance benefits from that employer, the Employer's health insurance premium payment benefit will cease.

Section 13.4 – Recall. Recall to employment will be made in the reverse order of layoff in a classification. An employee shall retain recall rights following layoff for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is less. Failure of an employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer.

Section 13.5 – Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;
- 3) The employee fails or refuses to return from a leave of absence at its stated dated of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;

- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

**Section 13.6 – Vacancies.** The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of five (5) days announcing the vacancy. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provide that the applicants' qualifications are equal in the Employer's judgment. In judging qualifications, the Employer will consider the following factors:

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training
- 6) past and present work record
- 7) responses to interview questions

The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is best qualified for the position. Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period as provided in Section 13.2.

If a vacancy is awarded to a current employee, the employee shall have a maximum trial period of thirty (30) days to demonstrate proficiency at performing the new job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's judgment. The employee will then be returned to the employee's former position.

**Section 13.7 – Transfers.** Employees may voluntarily apply and compete for lateral transfer to a posted vacant position in accordance with the procedures set forth in Section 13.6 of this Article. The Library Director may transfer an employee from one position to another without posting if both positions are assigned to the same class and salary range.

## **ARTICLE 14 DISCIPLINE, RESIGNATION**

**Section 14.1 – Discipline.** The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident.

**Section 14.2 – Resignation.** An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any



payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

**Section 14.3 – Failure to Report.** If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work or could not notify the Employer of his/her absence because of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

## **ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 15.1 – Definition.** A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation or application of the specific terms or provisions contained in this Agreement. For disciplinary matters, only written warnings, suspensions, or discharges, which become part of the employee's personnel file, shall be grievable.

**Section 15.2 – Union Representative.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 15.3 – Processing Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 15.3.

**Section 15.4 – Grievance Procedure.** A grievance, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

**Step 1** – An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee's immediate supervisor. The employee's immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

**Step 2** – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendars days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer's Step 2 answer, or such grievance shall be considered waived.

**Step 3** – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

**Step 3A** – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer's Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

**Step 4** – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

**Section 15.6 – Arbitration.** Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as

the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 15.7 – Arbitrator Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

**Section 15.8 – Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

**Section 15.9 – Union Authority.** At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the term of this Agreement to the satisfaction of the Union Executive Committee.

**Section 15-10 – Choice of Remedy.** If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant 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. If appealed to any procedure as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement of the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the 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 described

herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

## **ARTICLE 16 MISCELLANEOUS**

Section 16.1 – Training. Employees who are assigned by the Employer to attend a workshop, seminar or training session shall have their actual hours of attendance and reasonable and necessary travel time counted as “hours worked” under this Agreement.

Section 16.2 – Meal and Travel Allowances. Employees shall be reimbursed for meal and travel expenses necessarily incurred with the prior approval and at the direction of the Employer, in accordance with the then-current meal and travel allowance policies of the Employer.

## **ARTICLE 17 WAGES, CLASSIFICATIONS**

Section 17.1 – Wages. The wage schedule set forth in Appendix A-1 attached shall be effective for classifications of employees within the bargaining unit during the term of this Agreement.

Section 17.2 – New Classifications. If a new classification is added to the staff, such classification will become subject to the terms and conditions of this Agreement upon mutual agreement between the Employer and the Union, or upon a unit clarification order promulgated by the Bureau of Mediation Services.

## **ARTICLE 18 NO STRIKE, NO LOCK-OUT**

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

## **ARTICLE 19 COMPLETE AGREEMENT, SEPARABILITY**

Section 19.1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make requests and proposals with

respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

**Section 19.3.** Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

**Section 19.4.** Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**Section 19.5.** If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

## **ARTICLE 20 TERM OF AGREEMENT**

This Agreement shall take effect and continue in effect and in force through the 31<sup>st</sup> day of December, 2019 and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, 2020.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the respective date and year written below.

**CITY OF GRAND RAPIDS**

By: Dale Adams  
Dale Adams, Mayor

By: Tom Pagel  
Tom Pagel, City Administrator

Date: 12/21/17

**LOCAL 3456A, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

By: Tina Hoshal  
Tina Hoshal, Staff Representative  
AFSCME Council 65

By: William Richter  
William Richter, President

Date: 12/21/17

**APPENDIX A**  
**UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED**

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Library Unit (as the unit is defined by the Employer) who have the following job classifications:

Library Public Services Clerk I  
Library Public Services Clerk – Children’s  
Library Public Services Clerk - Circulation  
Library Volunteer Coordinator  
Library Cataloging Technician  
Children’s Librarian  
Reference Librarian

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

**LIBRARY UNION**  
**APPENDIX A-1: CLASSIFICATION AND RATES OF PAY**  
**CONTRACT 2018-2019**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>Effective 1/1/2018</b>	<b>1.0%</b>	<b>0-6 Months</b>	<b>7-12 Months</b>	<b>13-18 Months</b>	<b>19-24 Months</b>	<b>24 + Months</b>
Public Svcs-Clerk I		15.97	16.41	16.85	17.30	17.74
Public Svcs Clerk-Children's		18.35	18.86	19.37	19.88	20.39
Public Svcs Clerk-Circulation		18.35	18.86	19.37	19.88	20.39
Volunteer Coordinator		20.37	20.93	21.50	22.07	22.63
Childrens Librarian		22.83	23.46	24.10	24.73	25.37
Cataloging Technician		22.94	23.58	24.21	24.85	25.49
Reference Librarian		23.08	23.68	24.36	25.00	25.64
<b>Effective 1/1/2019</b>	<b>2.0%</b>					
Public Svcs-Clerk I		16.29	16.74	17.19	17.64	18.10
Public Svcs Clerk-Children's		18.72	19.24	19.76	20.28	20.80
Public Svcs Clerk-Circulation		18.72	19.24	19.76	20.28	20.80
Volunteer Coordinator		20.78	21.35	21.93	22.51	23.09
Childrens Librarian		23.29	23.93	24.58	25.23	25.87
Cataloging Technician		23.40	24.05	24.70	25.35	26.00
Reference Librarian		23.54	24.16	24.84	25.50	26.15

The above rates of pay are based on dollars per hour.

\*\*\* In January 2018 each employee in the union will receive a one-time payment of merit pay in the amount of \$600.