

AGREEMENT

BETWEEN

**THE
BURLINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES
BURLINGTON, IOWA**

AND

**LOCAL 828 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

JULY 1, 2021

THROUGH

JUNE 30, 2026

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ARTICLE 1

RECOGNITION

The Employer recognizes the Union, AFSCME Local 828, AFL-CIO as the exclusive bargaining agent for the unit consisting of library employees specified by PERB Order of Certification, who fall under the jurisdiction of the Board of Trustees of the Burlington Public Library; for the purpose of negotiating salaries, wages, and other items within the scope of negotiations as defined in the Public Employment Relations Act, Chapter 20, Code of Iowa.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and authorities of the Employer as granted to it under the laws of the State of Iowa and the City's Ordinances. No city ordinance shall conflict with the terms of this Agreement. The exercise of these rights, powers, and authorities shall not be in conflict with the terms of this Agreement. These rights, powers, and authorities include, but are not limited to, the rights to direct the work of its employees; to hire, promote, demote, transfer, assign, classify, and retain employees in positions within the City; to discipline, suspend, or discharge employees for proper cause; to relieve employees from duties because of lack of work, funds, or for other legitimate reasons; to determine and implement methods, means, assignments, personnel, work rules, and schedules by which the Employer's operations are to be conducted; to contract for matters relating to municipal operations; to create, change, modify, reorganize, relocate, or discontinue any Employer function, operation, or department; to initiate, prepare, certify and administer the City's budget; and to establish retirement policies; and to establish probationary period of up to six (6) months for new employees during which time they may be discharged without recourse to the grievance procedure set out in this Agreement.

ARTICLE 3

DEFINITIONS

Section 1 Full-Time Employee

A full-time employee shall be defined as an employee appointed to a position that meets the work arrangements defined in Sections 1 through 4 of ARTICLE 4 HOURS OF WORK. Positions that meet the work arrangements defined in Sections 1 through 4 of ARTICLE 4 HOURS OF WORK shall be known as full-time positions. For purposes of this Agreement, the term employee shall mean full-time employee and the term position shall mean full-time position.

Section 2 Part-Time Employee

A part-time employee shall be defined as an employee hired on a continuous employment basis with a regular work schedule that normally consists of less than eight (8) hours per day and less than twenty-nine hours per week (1508 hours annually). The Employer will not significantly change the number of permanent part-time positions or permanent part-time hours for the purpose of replacing all of the hours lost by the elimination or vacancy of a permanent full-time position.

Section 3 Temporary Employee

A temporary employee shall be defined as an employee hired for seasonal work for a period of less than four (4) consecutive months or for a particular purpose or project. Special program employees (CETA, PSE, Work Study, WIN and similar employees) shall be considered temporary employees.

Section 4 Eligibility

Only full-time employees shall be entitled to the full benefit package provided by this Agreement. Part-time employees, as defined in Section 2 of this Article, shall receive fifty percent benefit entitlement.

ARTICLE 4

HOURS OF WORK

Section 1 Work Week

A normal work week for full-time employees shall consist of forty (40) hours of work in any Saturday through Friday period and shall consist of five (5) work days in a pre-established work schedule.

Section 2 Work Day

The regular work day shall consist of a work shift within any twenty-four (24) hours in a pre-established work schedule.

Section 3 Regular Work Shift

The regular work shift shall consist of eight (8) work hours within a pre-established work schedule.

Section 4 Work Schedule

Work schedules showing the employees' shifts, work days, and work hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted at least forty (40) work hours in advance of such change. Where changes are to be made by the Employer (for other than emergency reasons) and where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

ARTICLE 5

WORK BREAKS

Section 1 Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who are required by their immediate supervisor to work a minimum of one (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest and meal periods that occur during the shift.

Section 2 Meal Periods

All employees shall be granted a lunch period of one (1) hour during each work shift consisting of 6 or more hours. Whenever possible, the lunch period shall be scheduled at the middle of the work shift.

ARTICLE 6

HOLIDAYS

Section 1 Holidays Recognized and Observed

The following days shall be observed as paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day Before Christmas
Christmas Day

When a holiday listed above falls on a Saturday or Sunday, the library shall be closed that day and employees shall receive a floating holiday to be used within the same fiscal year as the holiday. Full time employees will receive eight (8) hours for their floating holiday and part time employees will receive four (4) hours for their floating holiday. The Friday before the Saturday holiday or Monday after the Sunday holiday shall be scheduled as a Saturday typically would be, except selection shall be done by Seniority. If the holiday falls on Friday and the library is on open Saturday, it shall be scheduled as a Saturday typically would be, except selection shall be done by Seniority. If the library is open on Sundays, the library will close on Easter Sunday.

Section 2 Eligibility Requirements

In order to receive holiday pay, an employee shall be required to work his/her regular work day or work shift before and after the holiday unless excused for just cause by the department head.

Section 3 Holiday Pay

Employees who meet the eligibility requirements of Section 2 above and who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay.

Section 4 Holiday Work

Any employee called to work on a holiday shall receive the holiday pay for which he/she is eligible plus two (2) times the employee's regular rate of pay for all hours worked within the twenty-four (24) hour period designated as the holiday.

ARTICLE 7

VACATIONS

Section 1 Eligibility and Allowances

Employees shall accrue vacation on a monthly basis and vacation may be taken after completion of six months of continuous service. Employees shall accrue vacation as follows:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual, Stated as a Number of Work Days</u>	<u>Annual Hours Accrual</u>
1 through 5	10	80
6 through 10	15	120
11 through 24	20	160
25 or more	25	200

Section 2 Vacation Accrual Limit

The maximum number of vacation hours to be carried over at the first of every fiscal year is two hundred forty (240) work hours.

Section 3 Vacation Pay

Vacation pay shall be computed at the straight-time rate of pay applicable to an employee's regular classification during the employee's vacation period.

Section 4 Holiday During Vacation Period

If a holiday occurs during an employee's vacation period, the holiday shall not be charged to the employee's vacation.

Section 5 Choice of Vacation Period

If the Library Director feels that the nature of the work makes it necessary to limit the number of employees on vacation at any one time, choice of vacation period shall be based on seniority, with a minimum of one employee on vacation at any one time.

Section 6 Work During Vacation Period

Any employee who is requested or required to and does work during his/her scheduled vacation period shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked, and shall not receive vacation pay for any calendar day which was scheduled for vacation in which he/she performs work. Instead, the unused portion of the employee's scheduled paid vacation shall be rescheduled to any future period the employee may request.

Section 7 Vacation Rights in Case of Separation

An employee who is separated from the service of the Employer for any reason after one (1) year of continuous service shall be compensated for the unused vacation he/she has accumulated at the time of separation, up to two hundred forty (240) work hours.

ARTICLE 8

LEAVES OF ABSENCE

Section 1 Eligibility Requirements

An employee shall be eligible for leaves of absence after thirty (30) days of continuous service with the Employer with the exception of education leave.

Section 2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time of such requested absence. Any request for a leave of absence shall be answered as soon as possible. An employee shall continue to accrue seniority during any leave of absence granted under the provisions of this Article. In emergency cases, the leave request shall be answered within 48 hours.

Section 3 Paid Leaves

a) Family Death

In the event of the death of an employee's spouse, parent, step-parent, parent-in-law or child, the employee shall be granted up to five (5) work days leave of absence at the employee's option with full pay to arrange and attend services and other related matters. In the event of the death of the employee's step-child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, or grandchildren, the employee shall be granted up to three (3) work days leave of absence at the employee's option with full pay to arrange and attend services and other related matters. In the event of the death of an employee's great-grandparent, great-grandparent-in-law, aunt, uncle, niece, or nephew, the employee shall be granted one (1) paid work day charged against the employee's accrued sick leave to arrange and attend services and other related matters.

b) Funeral Leave

An employee may be granted funeral leave for the purpose of attending the funeral of an individual not in the employee's immediate family (as defined in Section 3(a) of this Article) for a period up to three (3) work hours, charged against the employee's accumulated sick leave. If additional time is needed by the employee, use of vacation or personal leave may be allowed subject to proper approval.

c) Court and Jury Duty

Employees subpoenaed to appear before a court or other public body on any matter not related to their work, and in which they are not personally involved (as a plaintiff or defendant), and employees required to report for jury duty shall be paid the difference, if any, between the compensation received for court or jury duty, excluding any transportation reimbursement received.

d) Voting Time

Any employee required to work for all of the hours during which polls are open on an election day shall be granted sufficient time off with pay to vote.

e) Military Leave

All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the City of Burlington for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

f) Sick Leave

1) Eligibility

Any permanent employee contracting or incurring any non-service connected illness or injury which renders such employee unable to perform the duties of his/her employment shall receive sick leave with pay.

If an employee is unable to work due to pregnancy, she shall be granted sick leave during the period of her disability. She must present a doctor's certificate verifying when her condition requires her to leave work and when her condition enables her to return to work.

An employee shall start to earn sick leave from their last date of hire and shall be eligible for sick leave after thirty (30) days continuous service with the Employer. An employee shall be granted sick leave in the event of sickness or disability in the

employee's family, providing the family resides in the employee's home and is a dependent of the employee.

All absences from work chargeable against sick leave should be reported to the employee's immediate supervisor thirty (30) minutes before the start of work on the day of absence, if physically possible, or as soon thereafter as is physically possible. Failure to do so may result in loss of sick leave pay.

For absences over twenty-four hours, the Employer shall have the right to require proof of illness, injury, or other uses of sick leave. For periods of twenty-four (24) hours or less, the Employer will not normally require proof of injury or illness unless in the judgment of the department head or immediate supervisor, there is a question of legitimate usage. Proof of illness or injury shall include a doctor's certificate or other reasonable verification available to the employee. If a verification is required, such verification shall have the signature of an attending physician or physician's assistant and state the type of illness/condition causing the employee to be unable to perform his/her job duties and the probable length of any temporary disability.

2) Accrual

Sick leave shall accrue at the rate of twelve (12) hours per month of continuous service.

3) Accumulation

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year, to a maximum of one thousand four hundred forty (1440) work hours.

4) Prorated Sick Leave – Part-time Employees

Part-time employees (as defined in ARTICLE 4, Section 2) working less than twenty-nine (29) hours per week, but at least twenty hours per week, on a continuing basis (at least 1040 hours during the previous fiscal year) shall accrue six (6) hours paid sick leave per month. Maximum accumulation to be 540 hours.

5) Incentive - Vacation Accrual

An employee that does not use sick leave during the time period commencing July 1 through December 31 of each fiscal year shall accrue eight (8) hours of vacation leave. An employee that does not use sick leave during the time period of January 1 through June 30 of each fiscal year shall accrue eight (8) hours of vacation leave. The vacation accrual shall be credited within thirty (30) days after the completion of each specified time period. Family Death Leave and/or Funeral Leave charged to sick leave will not be considered when determining eligibility for this Incentive.

6) Payment Upon Retirement

Employees, electing to retire pursuant to Chapter 97B of the Iowa Code (IPERS) and/or Title 42 of the United States Code (Social Security Act) and commence receiving the applicable retirement benefits, shall be compensated for one-half (1/2)

of the employee's unused accumulated sick leave that is in excess of 960 hours on the date of retirement but not exceeding the total maximum unused sick leave accumulation of 1440 hours allowed under subsection (f)3 of this section. Said sick leave compensation shall be paid upon retirement based on the employee's normal wage rate for his or her regular position on the last day of employment. Upon the death of an employee, said sick leave compensation will be paid to the estate of the employee.

In lieu of cash payout, employees eligible for a sick leave payout at retirement, per the above paragraph, who are eligible and elect to remain on the City's health insurance plan at retirement, shall contribute 100% of their pre-tax sick leave payout to a Health Reimbursement Account, established by the City.

g) Personal Leave

Employees shall receive forty (40) personal leave hours with pay each fiscal year except that employees appointed during the fiscal year shall receive personal leave for the remainder of the fiscal year based on an accrual rate of 3.33 hours per month from the date of appointment to the end of the fiscal year in which they were appointed; employees terminating employment shall receive prorated personal leave based on an accrual rate of 3.33 hours per month from July 1 of the current fiscal year until the date of employment termination. All personal leave hours must be used each fiscal year or lost. They cannot be accumulated and carried over from fiscal year to fiscal year.

Section 4 Unpaid Leaves

a) General Conditions

Any permanent employee who, for any reasonable purpose, desires to secure leave from his/her regular duties may, with the approval of the Employer, be granted a special leave of absence without pay for a period not to exceed six (6) months. Said leave may be extended for another six (6) months if, in the opinion of the Employer, such leave is justified and providing said leave is requested and approved prior to the expiration date of the initial leave. Any employee desiring a leave of absence without pay shall submit a request in writing stating the reason(s) for the desired leave, the date when their leave should begin, and the approximate date of return to duty. It is understood that a leave of absence shall not be used for the sole purpose of accepting full-time employment elsewhere, any employee accepting such employment elsewhere shall be terminated. The Employer may require a physical examination before an employee is allowed to return to work after a leave of absence. An employee granted a leave of absence without pay shall, upon completion of said leave, be returned to the same job and the same step within the pay range corresponding to the classification occupied at the time the leave began. During any leave of absence without pay, the employee will continue to accrue seniority but will not accrue or receive any other privileges, benefits, or pay granted by this Agreement. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.

b) Military Service

An employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service as required by law.

c) Education

An employee shall be granted a leave of absence for educational purposes upon completion of one (1) year of continuous service with the Employer upon submission of a written request by the employee and approval by the Employer. Said leave shall be restricted to one (1) employee from each department at any given time. The period of leave shall not exceed one (1) year, but can be extended at the request of the employee providing said extension is presented in writing by the employee and approved by the Employer prior to the expiration of the original leave period.

d) Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall be granted a leave of absence upon written request by the Union. The leave of absence shall not exceed two (2) years.

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence upon written request by the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon written request by the Union.

ARTICLE 9

SALARIES AND WAGES

Section 1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. The attached wage schedule shall be considered a part of this Agreement. When an employee is permanently promoted or transferred to a position in a higher range, he or she will be placed in the step which provides the same or an increased wage rate.

Section 2 Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday. In the event payday falls on a holiday, the preceding regular workday shall be payday.

ARTICLE 10

OVERTIME

Section 1 Rate of Pay

Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of the employee's established work day, work shift, or work week, including before or after an employee's regularly scheduled work day or work shift, if such added hours result in an employee working more than eight (8) hours per day or forty (40) hours per week. An employee's regular hourly rate for purposes of this Section is calculated by dividing the employees' annual salary plus longevity by 2080 hours.

Section 2 Holiday and Paid Leave for Computing Overtime

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

Section 3 Overtime Distribution

When overtime work is required, it shall be approved in advance by the employee's immediate supervisor, and it shall be equalized over each fiscal year as nearly as practical among employees holding the same job classification and working within a single department. In assigning overtime, the person with the necessary qualifications and abilities and with the least number of overtime hours in the job classification in a single department will be offered the work first. If this employee does not accept the assignment or cannot be contacted, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment if they can be contacted. This procedure shall be followed until the required employee(s) has/have been selected for the overtime work. In the event that no one wants the overtime offered, the least senior employee(s) will be required to respond.

An employee who has been working on a specific job or who is performing a specific project may be assigned overtime beyond his/her regular work shift or be called back regardless of overtime hours to their credit.

For the purpose of this Section, the employee(s) who could not be contacted or who chose not to work the overtime being offered (excluding employees on vacation or on leave of absence) will be credited with the average number of overtime hours worked by employees during that period. A chart showing the overtime hours credited to each employee shall be maintained by the employee's immediate supervisor. This overtime chart shall be kept current and may be replaced monthly, but when it is, the accumulated number of overtime hours to each employee's credit will be carried forward to the chart next posted. On July 1 of each year, a new accumulation of overtime hours shall be started for each person covered by this Agreement. A new hire or a transferred, promoted or demoted employee shall be credited with the highest number of overtime hours of the equalization group which he/she enters.

ARTICLE 11

MINIMUM TIME PAY ALLOWANCES

Section 1 Call Time

a) Regular Procedure

Any employee called to work outside of his/her regularly scheduled shift one time or two times within each twenty-four hour period, beginning at midnight, shall be paid for a minimum of three (3) hours work at the rate of time and one-half (1 ½). All hours worked in excess of three hours shall be at the overtime rate. Each additional call-out or pair of call-outs within the same twenty-four (24) hour period shall be paid for a minimum of three (3) hours work at the rate of time and one-half.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate only until the employee's regular work shift is scheduled to begin.

b) Holiday Procedure

Any employee called to work outside of his/her regularly scheduled shift one time or two times within each twenty-four (24) hour period, beginning at midnight of a designated holiday, shall be paid for a minimum of three (3) hours work at the rate of two (2) times the employee's regular rate of pay. All hours worked in excess of three hours shall be at the holiday overtime rate. Each additional call-out or pair of call-outs within the twenty-four (24) hour period designated as a holiday shall be paid for a minimum of three (3) hours work at the rate of two (2) times the employee's regular rate of pay.

ARTICLE 12

HEALTH AND SAFETY

Section 1 Uniforms and Protective Clothing

All uniforms, protective clothing, safety equipment and protective devices to be worn or used by employees as required by the Employer and which are currently provided by the Employer will continue to be provided by the Employer at no cost to the employee. The cost of maintaining the same shall be borne by the Employer.

Section 2 Fitness for Duty

Whenever the employer reasonably suspects, based on injury to the employee, admission by the employee, medical evidence provided, observation of symptoms, or other objective evidence, that the physical condition of an employee is endangering the employee's own health or safety and/or the health and safety of others, or where an employee has been off work for more than thirty consecutive work days for any medical reason, the employee may be requested to undergo a complete physical examination, including functional testing, at the expense of the City to determine fitness for duty.

ARTICLE 13

EMPLOYMENT - SENIORITY

Seniority shall be on a unit-wide basis and shall relate to the time an employee has been continuously employed by the Library in a full-time permanent position.

New employees shall be added to the seniority list thirty (30) days after their date of hire. The Employer shall post on a designated Union bulletin board, a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be forwarded to the Union upon request.

Seniority of any employee shall be terminated for any of the following reasons:

- a) retirement;
- b) voluntary resignation (this includes failure to report for work without notification for three (3) consecutive days);
- c) failure to return to work as required when recalled from layoff; or
- d) being laid off for two (2) years without being recalled.

ARTICLE 14

DISCIPLINE, GRIEVANCES AND ARBITRATION

Section 1 Grievances and Arbitration

- a) Grievance and Arbitration Procedure

Step I

The Union Steward with or without the employee, at the employee's option, shall take up the grievance in writing with the employee's immediate supervisor within five (5) work days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the employee within five (5) work days.

Step II

If the answer is not satisfactory to the employee, the matter shall be presented in writing by the union steward and the employee to the department head within five (5) work days after the date of the supervisor's response. The department head shall respond to the union steward and the employee in writing within five (5) work days.

Step III

If the grievance still remains unadjusted, it shall be presented by the union steward and the employee to the Director of Administrative Services in writing within five (5) work days after the date of the response of the department head. The Director of Administrative Services shall respond in writing to the union steward and the employee (with a copy of

the response to the local union president) within five (5) work days. The decision of the Director of Administrative Services shall be final.

b) Time Limitations

Failure by an employee or union steward to comply with any time limitation shall constitute a withdrawal of the grievance. If a grievance is not timely answered by the Employer, it may be automatically advanced to the next step.

It is understood that the "work days" referred to in the time limitations throughout Section 2 above refer to the workdays of the individual on whom the obligation to act or respond falls. Such work days are exclusive of vacations, holidays and leaves of absences.

c) Orderly Resolution

Should any grievance arise between the Employer and any employee, there shall be no interruption of work, and every effort shall be made to settle the grievance as soon as possible.

No employee, officer or steward shall be made to suffer loss of pay in the normal procession of grievances under the provisions of this Agreement, except where the employee is suspended or discharged. In the latter case, if the employee is reinstated, he/she shall not suffer any loss of pay or longevity.

d) Processing Grievances During Working Hours

The grievant and the steward or designee assigned to a grievance may investigate and process said grievance during working hours without loss of pay.

Section 2 Union-Management Committee

The Employer and the Union shall establish a Labor Management Committee ("Committee"). The Committee shall be comprised of members of management and the Union that desire to represent each party. Either the Employer or the Union can request a meeting of the Committee at any time. Such request shall be made to the other party in writing. Once the request is made, the Committee shall meet within five (5) working days or on a date agreed on by the parties.

ARTICLE 15

GENERAL PROVISIONS

Section 1 Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 2 Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to transmit communications authorized by the local Union or its officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 3 Visits by Union Representatives

The Employer agrees that accredited representatives, not to exceed two (2) at any one time, of the American Federation of State, County and Municipal Employees, whether local union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business provided reasonable notice be given to the Employer of the pending visit. It is understood that there shall be no interruption or interference with the Employer's operations and the visiting agent or agents shall adhere to all of the Employer's safety and security procedures.

Section 4 Work Rules

The Employer will notify the Employee of any changes in work rules applicable to the employee's position prior to the work rules becoming effective.

Section 5 In-Service Training

All required in-service training shall be at the expense of the Employer and shall take place during regular working hours whenever possible.

Section 6 Physicals

All physicals required by the Employer shall be provided at no cost to the employee.

ARTICLE 16

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 17

ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union, and constitutes the entire agreement between the parties,

and concludes collective bargaining for its term. This contract may be reopened for the reconsideration of specific Articles and/or Sections only upon written mutual agreement of the parties at anytime during the term of this Agreement.

ARTICLE 18

DURATION

This Agreement shall be effective as of the first (1st) day of July, 2021, and shall remain in full force and effect through the thirtieth (30th) day of June, 2026.

ARTICLE 19

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of June, 2021.

BURLINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES

LOCAL 828, AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By , President

By , President

ADDENDUM A

AFSCME - LIBRARY WAGE SCHEDULE

2.5% Increase

EFFECTIVE JULY 1, 2021

<u>Range</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
1	Part Time Library Clerk*	\$ 17.90	\$ 18.74	\$ 19.60
2	Part Time Library Aide**	\$ 20.42	\$ 21.54	\$ 22.63
3	Full Time Vacant**	\$ 21.69	\$ 22.86	\$ 24.04
4	Full Time Library Assistant**	\$ 23.62	\$ 24.99	\$ 26.34

EFFECTIVE JULY 1, 2022

<u>Range</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
1	Part Time Library Clerk*	\$ 18.35	\$ 19.21	\$ 20.09
2	Part Time Library Aide**	\$ 20.93	\$ 22.08	\$ 23.20
3	Full Time Vacant**	\$ 22.23	\$ 23.43	\$ 24.64
4	Full Time Library Assistant**	\$ 24.21	\$ 25.61	\$ 27.00

EFFECTIVE JULY 1, 2023

<u>Range</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
1	Part Time Library Clerk*	\$ 18.81	\$ 19.69	\$ 20.59
2	Part Time Library Aide**	\$ 21.46	\$ 22.64	\$ 23.78
3	Full Time Vacant**	\$ 22.79	\$ 24.01	\$ 25.25
4	Full Time Library Assistant**	\$ 24.81	\$ 26.25	\$ 27.68

EFFECTIVE JULY 1, 2024

<u>Range</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
1	Part Time Library Clerk*	\$ 19.28	\$ 20.18	\$ 21.11
2	Part Time Library Aide**	\$ 21.99	\$ 23.20	\$ 24.37
3	Full Time Vacant**	\$ 23.36	\$ 24.62	\$ 25.88
4	Full Time Library Assistant**	\$ 25.43	\$ 26.91	\$ 28.37

EFFECTIVE JULY 1, 2025

<u>Range</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
1	Part Time Library Clerk*	\$ 19.76	\$ 20.69	\$ 21.63
2	Part Time Library Aide**	\$ 22.54	\$ 23.78	\$ 24.98
3	Full Time Vacant**	\$ 23.94	\$ 25.23	\$ 26.53
4	Full Time Library Assistant**	\$ 26.07	\$ 27.58	\$ 29.08

*Employees shall advance from Step A to Step B after 1040 hours worked in this position, and from Step B to Step C after 2080 hours worked in this position. This position is classified for wage purposes only; employees in this classification have no guarantee of work hours, benefits or a regular work schedule.

**Employees shall advance from Step A to Step B after one (1) year of continuous employment with the Employer, from Step B to Step C after two (2) years of continuous employment with the Employer.