

# GRAND RAPIDS AREA LIBRARY BOARD

Grand Rapids Area Library

January 10, 2018 5:00 P.M.

DRAFT

- 5:00 Call to order
- 5:01 Roll call: absent McCarty
- 5:02 Public Comment (if anyone wishes to address the Board)
- Election of officers
- Appointment of liaisons to Foundation and Program Committee
- Meeting schedule
- Board list
- 
- 5:05 A. Approval of agenda (Packet Item A)
- 5:10 B. Minutes. (Packet Item B)
- 5:12 C. Communications
- 
- 5:15 D. Financial Report (Packet Items D1-) .) Roll Call Vote Required
- Approve Financial reports and payment of bills as listed
- 5:20 E. Staff Reports (Packet Items E\_\_)
- 5:25 F. Old Business:
- Budget
- 5:30 G. New Business:
- Consent Agenda: (Any item on the consent agenda will be pulled from the consent agenda and moved to the regular agenda on request of any board member or member of the public.) Roll Call Vote Required.
1. Approve payment of late bills  
(none)
  2. Approve Contracts and payment to presenters  
Wild and Free program \$150  
Artaria Strings program \$150
  3. Approve Resolution 2018-01 Accepting Donations
    - a. \$50 from Leah White undesignated
    - b. \$500 from TJ Maroney/Barzen Donor Advised Fund
    - c. Subscription to Mother Jones from Jackie Dowell
    - d. \$100 from Charlotte McDermott
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- Regular agenda
- Union contract
- Small meeting room policy revision
- ALA inclusion policy
- Accept low quote from Rapids Plumbing for drinking fountain
- 
- 6:00 Adjourn

## 2018 MEETING DATES

January 10	Regular (Officers & Membership)	5:00 P.M.
February 14	Regular	5:00 P.M.
March 14	Regular	5:00 P.M.
April 11	Regular	5:00 P.M.
	Set hours for remainder of year	
May 9	Regular	5:00 P.M.
June 13	Regular	5:00 P.M.
July 11	Regular	5:00 P.M.
August 8	Regular	5:00 P.M.
September 12	Regular	5:00 P.M.
October 10	Regular	5:00 P.M.
November 14	Regular	5:00 P.M.
December 12	Regular	5:00 P.M.

## 2018 HOLIDAYS

January 1	New Year's Holiday	Closed
January 15	Martin Luther King Day	Closed
February 19	President's Day	Closed
May 28	Memorial Day	Closed
July 4	Independence Day	Closed
September 3	Labor Day	Closed
November 12	Veteran's Day	Closed
November 21	Pre-Thanksgiving	Close 5 p.m.
November 22, 23	Thanksgiving & Friday	Closed
December 24, 25	Christmas Holiday	Closed
December 31	New Year's Eve	Close 5 pm

## **Grand Rapids Area Library Board Regular Board Meeting**

December 13, 2017 Meeting

**Call to Order:** The monthly board meeting was called to order at 5:05 by Dennis Jerome.

### **Roll Call:**

**Members Present:** Dennis Jerome, Randy McCarty, Sue Zeige, Jean MacDonell, Shannon Benolken, Richard Thouin, and Deb Kee

**Members Absent:** Lisa Tabbert and Max Peters

**Staff Present:** Marcia Anderson

**Public Comment:** None

**A. Approval of Agenda:** A motion was made by to approve the agenda by Randy McCarty and was seconded by Richard Thouin the motion was passed unanimously.

**B. Minutes:** A motion was made by to approve minutes by Jean MacDonell and was seconded by Sue Zeige the motion was passed unanimously.

### **C. Communications**

- a. Report to City Council: Remains positive and supportive.
- b. Report to County Commission: Marcia was asked about how much they actually get, and talked about talking to legislators to set a new minimum of support.
- c. Tax Letter from Itasca County

### **D. Financial Report**

- a. A motion was made to approve the financial reports and payment of bills as listed by Randy McCarty a second was made by Shannon Benolken. On a roll call vote the motion was passed unanimously.

## INVOICES DUE ON/BEFORE 12/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
0113100	AMAZON.COM	2,513.55	219.76
0113233	AMERIPRIDE LINEN & APPAREL	5,178.24	53.36
0118660	ARROWHEAD LIBRARY SYSTEM	1,762.08	35.22
0201428	BAKER & TAYLOR, INC	22,312.12	3,139.89
0205345	JENNIFER BEHM	1,250.00	125.00
0212750	BLUE CROSS & BLUE SHIELD OF MN	644,369.50	6,888.00
0221650	BURGGRAF'S ACE HARDWARE INC	18,146.60	113.58
0221700	BUSY BEES QUALITY CLNG SVC INC	18,700.00	1,700.00
0301530	CANON USA INC	5,310.00	134.00
0315455	COLE HARDWARE INC	10,311.97	11.98
0318097	CRABTREE PUBLISHING CO	0.00	311.75
0405447	DELTA DENTAL OF MINNESOTA	29,901.45	205.35
0502705	EBSCO SUBSCRIPTION SERVICE	35.00	7,410.00
0609525	FINDAWAY WORLD LLC	1,157.33	413.20
0718010	CITY OF GRAND RAPIDS	49,994.96	7,600.00
0718015	GRAND RAPIDS CITY PAYROLL	5,778,661.93	38,246.86
0718000	INVEST EARLY PROJECT	6,405.00	1,920.00
1010515	JUNIOR LIBRARY GUILD	397.60	63.00
1205650	THE LERNER PUBLISHING GROUP	0.00	50.37
1205850	LEXIS NEXIS	208.10	208.10
1209516	LINCOLN NATIONAL LIFE	13,366.92	78.00
1209795	LIVE OAK MEDIA	0.00	472.77
1301145	MARCO TECHNOLOGIES, LLC	292.33	292.33
1309199	MINNESOTA ENERGY RESOURCES	59,457.90	74.57
1309335	MINNESOTA REVENUE	50,762.00	50.42
1401650	NARDINI FIRE EQUIPMENT CO. INC	4,873.40	1,521.73
1405850	NEXTERA COMMUNICATIONS LLC	4,853.52	82.19
1415377	NORTHERN BUSINESS PRODUCTS INC	9,155.50	320.22
1415475	NORTHERN CAULKING & SEALANTS	8,778.00	8,778.00
1524250	OXFORD UNIVERSITY PRESS USA	377.36	430.01
1601750	PAUL BUNYAN COMMUNICATIONS	5,985.89	488.16
1605527	PENWORTHY/MEDIA SOURCE	181.72	166.65
1605665	PERSONNEL DYNAMICS LLC	14,790.43	619.14
1621130	P.U.C.	272,695.21	2,866.17
1805150	RECORDED BOOKS	2,313.52	352.09
1815750	ROURKE PUBLISHING GROUP	0.00	20.95
1903225	SCENIC RANGE NEWS FORUM	20.00	20.00
1909510	SIM SUPPLY INC	17,588.82	329.25
2114356	UNIQUE MANAGEMENT SERVICES	1,673.65	286.40
2117500	UNUM LIFE INSURANCE CO OF AMER	2,830.64	24.60
2205637	VERIZON WIRELESS	36,769.84	112.88

2009421	VIKING ELECTRIC SUPPLY INC	9,374.84	293.21
2 665	VISA	59,873.86	308.22
2301700	WASTE MANAGEMENT	31,724.75	279.14
2308300	BETSY WHIRLEY	1,250.00	125.00
T001169	MARK STENSAAS	200.00	200.00
TOTAL ALL VENDORS:			87,441.52

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**E. Staff Reports:** Council approved levy, and budget was as submitted. Union contract negotiations were today, not sure on answer for sure, assuming it was approved. Marcia is hoping to have a firm quote for all things by January.

**F. Old Business**

- a. Budget approved December 11

**G. New Business**

**Consent Agenda:** Any item on the consent agenda will be pulled from the consent agenda and moved to the regular agenda on request of any board member or public. A motion was made by Shannon Benolken to approve the consent agenda as submitted and a second was made by Richard Thouin. On a roll call vote the motion was passed unanimously.

1. Approve payment of late bills (none)
2. Approve Contracts and payment to presenters (none)
3. Approve Resolution 2017-13 Accepting Donations
  - a. \$1000 from the John and Gina Hawkinson Advised Fund – undesignated
  - b. \$250 from the Nick and Nancy Elgroth Fund – undesignated
  - c. \$339 from the Friends of the Grand Rapids Area Library Foundation for subscription to Book Page

- d. \$12,373.04 from Grand Rapids Area Library Foundation for the following:
  - i. \$2400 Story Times, May-August
  - ii. \$1500 Summer Children's Programs
  - iii. \$8473.04 for children's and adult materials (proceeds from Loveland donations)

**Regular Agenda:**

- 1. Accept matching grant of \$12,050 from Minnesota Department of Education and authorize staff to obtain quotes for accessibility projects.
  - a. A motion was made by Randy McCarty to accept the grant and authorize staff to obtain quotes, a second was made by Deb Kee. The motion passed unanimously.

**Adjourn:** The monthly board meeting was adjourned at 5:27 by Dennis Jerome.

**CITY OF GRAND RAPIDS**  
**GRAND RAPIDS AREA LIBRARY**  
**SCHEDULE OF CHANGES IN REVENUE, EXPENDITURES, AND FUND BALANCE**  
**FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2017**  
*With Comparative Totals for December 31, 2016*

<b>PRELIMINARY</b>	2016 Actual	2017 Actual	2017 Budget	Percent of Budget
<b>Fund Balance 1/1/XX:</b>				
Cash Flow	390,515	402,536	402,536	
Compensated Absences	39,670	42,690	42,690	
Emergency/unanticipated Expenditures	29,916	38,433	38,433	
Major Equipment Replacement	-	-	-	
<b>TOTAL FUND BALANCE 1/1/XX</b>	<b>460,101</b>	<b>483,659</b>	<b>483,659</b>	
<b>Revenues:</b>				
Taxes	591,438	619,513	666,240	93%
Intergovernmental	165,445	150,406	128,000	118%
Charges for Services	38,594	39,545	36,982	107%
Fines & Forfeits	12,298	12,432	13,000	96%
Blandin Grant	-	-	-	0%
GR Library Foundation	6,735	20,939	3,000	698%
Miscellaneous	176,407	16,065	13,200	122%
Other Sources-Insurance Recovery	-	3,057	-	0%
Other Sources-Operating Transfers In	4,142	-	-	0%
<b>TOTAL REVENUES</b>	<b>995,059</b>	<b>861,956</b>	<b>860,422</b>	<b>100%</b>
<b>Expenditures:</b>				
Personnel	580,032	591,921	619,960	95%
Supplies/Materials	81,891	86,202	87,900	98%
Other Services/Charges	159,759	175,946	152,562	115%
Library Endowment Fund Expenditures	155,690	-	-	0%
Blandin Grant	-	-	-	0%
<b>TOTAL EXPENDITURES</b>	<b>977,372</b>	<b>854,069</b>	<b>860,422</b>	<b>99%</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>17,687</b>	<b>7,887</b>	<b>-</b>	
GR Library Foundation Capital Grant	17,599	-	-	
Capital Outlay	11,729	-	-	
<b>Fund Balance 12/31/XX</b>				
Cash Flow	414,073	410,423	402,536	
Compensated Absences	39,670	42,690	42,690	
Emergency/unanticipated Expenditures	29,916	38,433	38,433	
Major Equipment Replacement	-	-	-	
<b>TOTAL FUND BALANCE 12/31/XX</b>	<b>\$ 483,659</b>	<b>\$ 491,546</b>	<b>\$ 483,659</b>	

The Grand Rapids Public Library Endowment Fund of Minnesota Foundation has a balance of \$34,311 as of 09/30/17. This endowment is not available for current operations.

Accumulated Energy Rebates

\$4,083

CITY OF GRAND RAPIDS  
 GRAND RAPIDS AREA LIBRARY REVENUE & EXPENDITURES  
 YEAR TO DATE THROUGH **DECEMBER 31, 2017**

<b>Account Number</b>	<b>Account Description</b>	<b>2017 Budget</b>	<b>Year to Date</b>	<b>Percent of Budget</b>
211-00-31-00-0100	CURRENT	\$ 666,240	\$ 564,216	85%
211-00-31-00-0200	DELINQUENT	-	4,580	0%
211-00-31-00-4055	FISCAL DISPARITIES	-	50,717	0%
211-00-33-00-4060	SUPPLEMENTAL AID	-	18,395	0%
211-00-33-00-6300	LIBRARY CONTRACTS	128,000	132,011	103%
211-00-34-00-7960	ALS CROSS-OVERS	5,282	5,282	100%
211-00-34-00-7970	PHOTO COPIES	1,700	2,706	159%
211-00-34-00-7975	INTERNET	3,200	3,784	118%
211-00-34-00-7980	LIBRARY FEES-PROCTORING	500	565	113%
211-00-34-00-7982	PASSPORT PROCESSING FEE	26,000	26,300	101%
211-00-34-00-7990	FAX MACHINE USE	300	908	303%
211-00-35-00-1030	LIBRARY FINES	13,000	12,432	96%
211-00-37-00-2310	DONATIONS	1,500	3,304	220%
211-00-37-00-2320	DONATIONS-MEMORIAL BOOKS	1,000	-	0%
211-00-37-00-2336	DONATIONS-CHILDRENS LIBRARY	1,000	1,774	177%
211-00-37-00-2337	DONATION-LIBRARY PROGRAMS	200	180	90%
211-00-37-00-2365	ENDOWMENT FUND INCOME	1,300	1,258	97%
211-00-37-00-2367	GRAND RAPIDS LIBRARY FOUNDATIN	3,000	20,939	698%
211-00-37-00-2375	MEETING ROOM RECEIPTS	3,700	4,898	132%
211-00-37-00-2450	MISCELLANEOUS	2,000	3,049	152%
211-00-37-00-5100	INVESTMENT INCOME	2,500	1,603	64%
211-00-39-00-4620	INSURANCE RECOVERY	-	3,057	0%
		<b>860,422</b>	<b>861,956</b>	<b>100%</b>
211-00-39-00-5500	FUND BALANCE USAGE	-	-	0%
211-00-75-00-7200	OPERATING TRANSFER OUT	-	-	0%
211-00-75-10-1010	SALARY-FULL TIME	419,878	407,393	97%
211-00-75-10-1030	SALARY-PARTTIME	23,305	29,400	126%
211-00-75-10-1050	CONTRACTED SERVICES	11,504	11,907	104%
211-00-75-10-1210	PERA	33,239	32,306	97%
211-00-75-10-1220	FICA	27,477	25,648	93%
211-00-75-10-1250	MEDICARE	6,426	5,998	93%
211-00-75-10-1310	HEALTH INSURANCE	93,635	74,948	80%
211-00-75-10-1330	LIFE INSURANCE	221	228	103%
211-00-75-10-1335	DENTAL INSURANCE	2,065	1,423	69%
211-00-75-10-1510	WORKERS COMPENSATION	2,210	2,668	121%
211-00-75-20-2010	OFFICE SUPPLIES	7,000	6,080	87%
211-00-75-20-2020	COPY SUPPLIES	1,000	1,406	141%
211-00-75-20-2030	PRINTING/BINDING	900	759	84%
211-00-75-20-2060	COMPUTER SUPPLIES	2,600	2,391	92%
211-00-75-20-2070	COMPUTER INVENTORY	2,500	1,466	59%
211-00-75-20-2075	ASSETS BETWEEN \$700-\$4999	5,600	-	0%
211-00-75-20-2090	INVENTORIAL SUPPLIES	1,000	784	78%
211-00-75-20-2095	VOLUNTEER PRGM SUP & MATERIALS	400	397	99%
211-00-75-20-2100	OPERATING SUPPLIES	2,000	1,142	57%
211-00-75-20-2110	BOOKS	44,000	46,615	106%
211-00-75-20-2120	AUDIO/VISUAL	9,000	13,624	151%
211-00-75-20-2130	NEWSPAPERS	1,400	2,399	171%
211-00-75-20-2140	PERIODICALS	8,000	6,206	78%
211-00-75-20-2150	MAINTENANCE TOOLS/SUPPLIES	2,500	2,933	117%
211-00-75-30-3000	PROFESSIONAL SERVICES	-	395	0%
211-00-75-30-3010	ACCOUNTING SERVICES	800	880	110%
211-00-75-30-3070	LAUNDRY	612	657	107%
211-00-75-30-3090	JANITORIAL SERVICES	20,400	20,400	100%
211-00-75-30-3100	OTHER CONTRACTED SERVICES	6,000	14,730	246%



CITY OF GRAND RAPIDS  
 GRAND RAPIDS AREA LIBRARY REVENUE & EXPENDITURES  
 YEAR TO DATE THROUGH **DECEMBER 31, 2017**

<b>Account Number</b>	<b>Account Description</b>	<b>2017 Budget</b>	<b>Year to Date</b>	<b>Percent of Budget</b>
211-00-75-30-3210	TELEPHONE	6,000	5,180	86%
211-00-75-30-3220	POSTAGE/FREIGHT	2,500	2,871	115%
211-00-75-30-3230	SEMINAR/MEETINGS/SCHOOL	500	846	169%
211-00-75-30-3255	STAFF TRAINING	500	235	47%
211-00-75-30-3260	COMMUNITY ED PROMOTION	300	379	126%
211-00-75-30-3300	PROFESSIONAL SERV-COLLECTIONS	2,200	1,862	85%
211-00-75-30-3510	PUBLISHING & ADVERTISING	300	1,526	509%
211-00-75-30-3610	GENERAL INSURANCE	9,000	8,056	90%
211-00-75-30-3810	ELECTRICITY	28,000	29,409	105%
211-00-75-30-3840	GARBAGE REMOVAL	3,000	4,011	134%
211-00-75-30-3860	HEAT-NATURAL GAS	4,000	3,100	78%
211-00-75-30-4000	MAINTENANCE CONTRACTS	7,000	9,106	130%
211-00-75-30-4010	BUILDING MAINT/REPAIRS	36,000	45,428	126%
211-00-75-30-4015	GROUNDS MAINTENANCE	6,000	2,134	36%
211-00-75-30-4020	COMPUTER MAINT/REPAIR	9,000	8,540	95%
211-00-75-30-4030	ONLINE SERVICES	3,000	2,957	99%
211-00-75-30-4070	GENERAL EQUIP MAINT/REPAIR	6,000	12,168	203%
211-00-75-30-4100	EQUIPMENT LEASES	1,000	804	80%
211-00-75-30-4300	MISCELLANEOUS	50	-	0%
211-00-75-30-4330	DUES & SUBSCRIPTIONS	300	88	29%
211-00-75-30-4545	INTERLIBRARY LOAN CHARGES	100	185	185%
	<b>TOTAL EXPENDITURES</b>	<b>860,422</b>	<b>854,069</b>	<b>99%</b>
	<b>SURPLUS REVENUES/(EXPENDITURES)</b>	<b>-</b>	<b>7,887</b>	

FUND: PUBLIC LIBRARY  
 FOR 12 PERIODS ENDING DECEMBER 31, 2017

ACCOUNT #	DESCRIPTION	BALANCE 01/01/17	NET DEBITS	NET CREDITS	BALANCE 12/31/17
<b>ASSETS</b>					
211-00-00-00-0100	DUE FROM OTHER FUNDS	0.00	0.00	0.00	0.00
211-00-00-00-1010	CASH	535,249.37	886,286.73	937,016.42	484,519.68
211-00-00-00-1019	PETTY CASH FUND	20.00	0.00	0.00	20.00
211-00-00-00-1020	CHANGE FUND	90.00	0.00	0.00	90.00
211-00-00-00-1050	TAXES RECEIVABLE-CURRENT	0.00	0.00	0.00	0.00
211-00-00-00-1070	TAXES RECEIVABLE-DELINQUENT	12,793.00	0.00	0.00	12,793.00
211-00-00-00-1150	ACCOUNTS RECEIVABLE	1,195.00	0.00	1,195.00	0.00
211-00-00-00-1310	DUE FROM OTHER FUNDS	0.00	0.00	0.00	0.00
211-00-00-00-1313	DUE FROM ALS	0.00	0.00	0.00	0.00
211-00-00-00-1314	GR AREA LIB FND ENDOWMENT	0.00	0.00	0.00	0.00
211-00-00-00-1315	DUE FROM MN FOUNDATION	32,087.00	0.00	0.00	32,087.00
211-00-00-00-1320	DUE FROM OTHER GOVERNMENTS	0.00	0.00	0.00	0.00
211-00-00-00-1321	DUE FROM US GOV'T	0.00	0.00	0.00	0.00
211-00-00-00-1550	PREPAID ITEMS	5,416.08	13,366.04	4,507.73	14,274.39
211-00-00-00-1551	PREPAID INSURANCE	0.00	11,630.00	11,630.00	0.00
211-00-00-00-1620	BUILDINGS	0.00	0.00	0.00	0.00
211-00-00-00-1621	ACCUMULATED DEPRECIATION	0.00	0.00	0.00	0.00
211-00-00-00-1630	IMPROVEMENTS	0.00	0.00	0.00	0.00
211-00-00-00-1800	ENCUMBRANCES	0.00	27,643.71	25,603.17	2,040.54
<b>TOTAL</b>		<b>586,850.45</b>	<b>938,926.48</b>	<b>979,952.32</b>	<b>545,824.61</b>
<b>TOTAL ASSETS</b>		<b>586,850.45</b>	<b>938,926.48</b>	<b>979,952.32</b>	<b>545,824.61</b>
<b>LIABILITIES AND FUND EQUITY</b>					
<b>LIABILITIES</b>					
211-00-00-00-0110	DUE TO OTHER FUNDS	0.00	500,206.72	519,579.27	19,372.55
211-00-00-00-2020	ACCOUNTS PAYABLE	70,507.61	920,684.97	870,075.93	19,898.57
211-00-00-00-2030	SALES TAX PAYABLE	0.00	642.82	695.94	53.12
211-00-00-00-2040	USE TAX PAYABLE	0.00	0.00	0.00	0.00
211-00-00-00-2060	CONTRACTS PAYABLE	0.00	0.00	0.00	0.00
211-00-00-00-2070	DUE TO OTHER FUNDS	0.00	0.00	0.00	0.00
211-00-00-00-2080	DUE TO OTHER GOVERNMENTS	0.00	0.00	0.00	0.00
211-00-00-00-2120	DUE TO COMPONENT UNIT-PUC	0.00	0.00	0.00	0.00
211-00-00-00-2170	ACCRUED WAGES PAYABLE	18,832.31	18,832.31	0.00	0.00
211-00-00-00-2200	DEFERRED REVENUES-TAXES	12,793.00	0.00	0.00	12,793.00
211-00-00-00-2220	DEFERRED REVENUES	1,057.75	1,057.75	120.00	120.00
<b>TOTAL</b>		<b>103,190.67</b>	<b>1,441,424.57</b>	<b>1,390,471.14</b>	<b>52,237.24</b>

DATE: 01/0 18  
 TIME: 15:32 J  
 ID: GL450000.WOW

CITY OF D RAPIDS  
 DETAILED FINANCE SHEET

PAGE: 2  
 F-YR: 17

FUND: PUBLIC LIBRARY  
 FOR 12 PERIODS ENDING DECEMBER 31, 2017

ACCOUNT #	DESCRIPTION	BALANCE 01/01/17	NET DEBITS	NET CREDITS	BALANCE 12/31/17
TOTAL LIABILITIES		103,190.67	1,441,424.57	1,390,471.14	52,237.24
FUND EQUITY					
211-00-00-00-2530	FUND BALANCE-UNRESV & UNDESG	483,659.78	0.00	0.00	483,659.78
211-00-00-00-2950	RESERVE FOR ENCUMBRANCE	0.00	25,603.17	27,643.71	2,040.54
TOTAL	FUND SURPLUS (DEFICIT)	483,659.78	25,603.17	27,643.71	485,700.32
TOTAL FUND EQUITY		483,659.78	25,603.17	35,530.76	493,587.37
TOTAL LIABILITIES AND FUND EQUITY		586,850.45	1,467,027.74	1,426,001.90	545,824.61

DATE: 01/04/2018  
 TIME: 15:31:52  
 ID: GL470004.WOW

CITY OF GRAND RAPIDS  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 12 PERIODS ENDING DECEMBER 31, 2017

FUND: PUBLIC LIBRARY

ACCOUNT NUMBER	DESCRIPTION	DECEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>REVENUES</b>							
<b>TAXES</b>							
211-00-31-00-0100	CURRENT	0.00	666,240.00	564,216.22	0.00	102,023.78	85
211-00-31-00-0200	DELINQUENT	0.00	0.00	4,579.92	0.00	(4,579.92)	100
211-00-31-00-0210	ANNEXATION	0.00	0.00	0.00	0.00	0.00	0
211-00-31-00-4055	FISCAL DISPARITIES	0.00	0.00	50,716.88	0.00	(50,716.88)	100
211-00-31-00-9100	PENALTIES & INTEREST-DELINQUENT	0.00	0.00	0.00	0.00	0.00	0
TOTAL		0.00	666,240.00	619,513.02	0.00	46,726.98	93
TOTAL TAXES		0.00	666,240.00	619,513.02	0.00	46,726.98	93
<b>INTERGOVERNMENTAL</b>							
211-00-33-00-0210	ANNEXATION	0.00	0.00	0.00	0.00	0.00	0
211-00-33-00-4025	MARKET VALUE HOMESTEAD CREDIT	0.00	0.00	0.00	0.00	0.00	0
211-00-33-00-4060	SUPPLEMENTAL AID	0.00	0.00	18,394.56	0.00	(18,394.56)	100
211-00-33-00-4250	STATE OF MINNESOTA	0.00	0.00	0.00	0.00	0.00	0
211-00-33-00-6300	LIBRARY CONTRACTS	55,323.91	128,000.00	132,011.27	0.00	(4,011.27)	103
211-00-33-00-6310	ALS REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0
TOTAL		55,323.91	128,000.00	150,405.83	0.00	(22,405.83)	118
TOTAL INTERGOVERNMENTAL		55,323.91	128,000.00	150,405.83	0.00	(22,405.83)	118
<b>CHARGES FOR SERVICES</b>							
211-00-34-00-7960	ALS CROSS-OVERS	0.00	5,282.00	5,282.00	0.00	0.00	100
211-00-34-00-7970	PHOTO COPIES	226.02	1,700.00	2,705.55	0.00	(1,005.55)	159
211-00-34-00-7975	INTERNET	286.30	3,200.00	3,783.98	0.00	(583.98)	118
211-00-34-00-7980	LIBRARY FEES-PROCTORING	25.00	500.00	565.00	0.00	(65.00)	113
211-00-34-00-7982	PASSPORT PROCESSING FEE	2,975.00	26,000.00	26,300.00	0.00	(300.00)	101
211-00-34-00-7985	POSTAGE REIMBURSEMENTS-TESTS	0.00	0.00	0.00	0.00	0.00	0
211-00-34-00-7990	FAX MACHINE USE	54.26	300.00	908.49	0.00	(608.49)	303
TOTAL		3,566.58	36,982.00	39,545.02	0.00	(2,563.02)	107
TOTAL CHARGES FOR SERVICES		3,566.58	36,982.00	39,545.02	0.00	(2,563.02)	107

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CITY OF GRAND RAPIDS  
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 FOR 12 PERIODS ENDING DECEMBER 31, 2017

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FUND: PUBLIC LIBRARY

ACCOUNT NUMBER	DESCRIPTION	DECEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	COLL/ EXP. %
<b>REVENUES</b>							
<b>FINES &amp; FORFEITS</b>							
211-00-35-00-1030	LIBRARY FINES	831.88	13,000.00	12,431.79	0.00	568.21	96
TOTAL		831.88	13,000.00	12,431.79	0.00	568.21	96
TOTAL FINES & FORFEITS		831.88	13,000.00	12,431.79	0.00	568.21	96
<b>MISCELLANEOUS REVENUE</b>							
211-00-37-00-2310	DONATIONS	811.00	1,500.00	3,304.05	0.00	(1,804.05)	220
211-00-37-00-2320	DONATIONS-MEMORIAL BOOKS	0.00	1,000.00	0.00	0.00	1,000.00	0
211-00-37-00-2336	DONATIONS-CHILDRENS LIBRARY	0.00	1,000.00	1,773.96	0.00	(773.96)	177
211-00-37-00-2337	DONATION-LIBRARY PROGRAMS	0.00	200.00	179.50	0.00	20.50	90
211-00-37-00-2365	ENDOWMENT FUND INCOME	0.00	1,300.00	1,257.69	0.00	42.31	97
211-00-37-00-2367	GRAND RAPIDS LIBRARY FOUNDATION	0.00	3,000.00	20,939.18	0.00	(17,939.18)	698
211-00-37-00-2368	BIG READ GRANT	0.00	0.00	0.00	0.00	0.00	0
211-00-37-00-2375	MEETING ROOM RECEIPTS	607.50	3,700.00	4,898.18	0.00	(1,198.18)	132
211-00-37-00-2420	BLANDIN GRANTS	0.00	0.00	0.00	0.00	0.00	0
211-00-37-00-2421	MIRC GRANT	0.00	0.00	0.00	0.00	0.00	0
211-00-37-00-2450	MISCELLANEOUS	518.64	2,000.00	3,048.58	0.00	(1,048.58)	152
211-00-37-00-2455	ENERGY REBATES	0.00	0.00	0.00	0.00	0.00	0
211-00-37-00-2460	BOARD FUNDRAISER	0.00	0.00	0.00	0.00	0.00	0
211-00-37-00-5100	INVESTMENT INCOME	0.00	2,500.00	1,602.63	0.00	897.37	64
TOTAL		1,937.14	16,200.00	37,003.77	0.00	(20,803.77)	228
TOTAL MISCELLANEOUS REVENUE		1,937.14	16,200.00	37,003.77	0.00	(20,803.77)	228
<b>OTHER SOURCES</b>							
211-00-39-00-4620	INSURANCE RECOVERY	0.00	0.00	3,056.60	0.00	(3,056.60)	100
211-00-39-00-5010	SALES OF GENL FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0
211-00-39-00-5030	OPERATING TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0
211-00-39-00-5500	FUND BALANCE USAGE	0.00	0.00	0.00	0.00	0.00	0
TOTAL		0.00	0.00	3,056.60	0.00	(3,056.60)	100
TOTAL OTHER SOURCES		0.00	0.00	3,056.60	0.00	(3,056.60)	100

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 DETAILED REVENUE & EXPENSE REPORT  
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ACCOUNT NUMBER	DESCRIPTION	DECEMBER ACTUAL	FISCAL YEAR BUDGET	YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL REVENUES:		61,659.51	860,422.00	861,956.03	0.00	(1,534.03)	100
<b>EXPENSES</b>							
<b>GENERAL ADMINISTRATION</b>							
211-00-75-00-7200	OPERATING TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0
TOTAL		0.00	0.00	0.00	0.00	0.00	0
<b>PERSONNEL</b>							
211-00-75-10-1010	SALARY-FULL TIME	47,733.29	419,878.00	407,393.32	0.00	12,484.68	97
211-00-75-10-1020	SALARY-FULLTIME/OVERTIME	0.00	0.00	0.00	0.00	0.00	0
211-00-75-10-1030	SALARY-PARTTIME	2,644.21	23,305.00	29,400.43	0.00	(6,095.43)	126
211-00-75-10-1040	SALARY-PARTTIME/OVERTIME	0.00	0.00	0.00	0.00	0.00	0
211-00-75-10-1050	CONTRACTED SERVICES	218.07	11,504.00	11,907.12	218.07	(621.19)	105
211-00-75-10-1210	PERA	3,778.31	33,239.00	32,306.38	0.00	932.62	97
211-00-75-10-1220	FICA	2,958.84	27,477.00	25,648.49	0.00	1,828.51	93
211-00-75-10-1250	MEDICARE	691.99	6,426.00	5,998.34	0.00	427.66	93
211-00-75-10-1310	HEALTH INSURANCE	5,305.93	93,635.00	74,947.99	0.00	18,687.01	80
211-00-75-10-1330	LIFE INSURANCE	27.60	221.00	227.55	39.00	(45.55)	121
211-00-75-10-1335	DENTAL INSURANCE	76.22	2,065.00	1,422.99	0.00	642.01	69
211-00-75-10-1347	VISION INSURANCE	0.48	0.00	(0.02)	0.00	0.02	100
211-00-75-10-1420	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0
211-00-75-10-1510	WORKERS COMPENSATION	205.81	2,210.00	2,668.00	0.00	(458.00)	121
TOTAL PERSONNEL		63,640.75	619,960.00	591,920.59	257.07	27,782.34	96
<b>SUPPLIES &amp; MATERIALS</b>							
211-00-75-20-2010	OFFICE SUPPLIES	354.68	7,000.00	6,079.93	159.00	761.07	89
211-00-75-20-2020	COPY SUPPLIES	33.99	1,000.00	1,405.83	33.99	(439.82)	144
211-00-75-20-2030	PRINTING/BINDING	0.00	900.00	759.06	0.00	140.94	84
211-00-75-20-2043	BINDINGS	0.00	0.00	0.00	0.00	0.00	0
211-00-75-20-2060	COMPUTER SUPPLIES	160.98	2,600.00	2,390.96	160.98	48.06	98
211-00-75-20-2070	COMPUTER INVENTORY	716.88	2,500.00	1,465.69	0.00	1,034.31	59
211-00-75-20-2075	ASSETS BETWEEN \$700-\$4999	0.00	5,600.00	0.00	0.00	5,600.00	0
211-00-75-20-2090	INVENTORIAL SUPPLIES	0.00	1,000.00	784.23	0.00	215.77	78

CITY OF GRAND RAPIDS  
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<b>EXPENSES</b>							
<b>GENERAL ADMINISTRATION</b>							
<b>SUPPLIES &amp; MATERIALS</b>							
211-00-75-20-2095	VOLUNTEER PRGM SUP & MATERIALS	0.00	400.00	396.83	91.81	(88.64)	122
211-00-75-20-2100	OPERATING SUPPLIES	66.30	2,000.00	1,142.05	50.00	807.95	60
211-00-75-20-2110	BOOKS	5,172.85	44,000.00	46,614.72	209.73	(2,824.45)	106
211-00-75-20-2120	AUDIO/VISUAL	2,870.93	9,000.00	13,624.17	879.96	(5,504.13)	161
211-00-75-20-2130	NEWSPAPERS	0.00	1,400.00	2,399.00	0.00	(999.00)	171
211-00-75-20-2140	PERIODICALS	0.00	8,000.00	6,206.16	0.00	1,793.84	78
211-00-75-20-2150	MAINTENANCE TOOLS/SUPPLIES	241.52	2,500.00	2,933.42	0.00	(433.42)	117
211-00-75-20-2190	OTHER SUPPLIES/MATERIALS	0.00	0.00	0.00	0.00	0.00	0
211-00-75-20-2210	EQUIPMENT PARTS	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL SUPPLIES &amp; MATERIALS</b>		<b>9,618.13</b>	<b>87,900.00</b>	<b>86,202.05</b>	<b>1,585.47</b>	<b>112.48</b>	<b>100</b>
<b>OTHER SERVICES &amp; CHARGES</b>							
211-00-75-30-3000	PROFESSIONAL SERVICES	0.00	0.00	394.85	0.00	(394.85)	100
211-00-75-30-3010	ACCOUNTING SERVICES	0.00	800.00	880.00	0.00	(80.00)	110
211-00-75-30-3040	LEGAL	0.00	0.00	0.00	0.00	0.00	0
211-00-75-30-3070	LAUNDRY	53.36	612.00	657.48	0.00	(45.48)	107
211-00-75-30-3090	JANITORIAL SERVICES	1,700.00	20,400.00	20,400.00	0.00	0.00	100
211-00-75-30-3100	OTHER CONTRACTED SERVICES	250.00	6,000.00	14,730.00	0.00	(8,730.00)	246
211-00-75-30-3210	TELEPHONE	327.74	6,000.00	5,180.07	0.00	819.93	86
211-00-75-30-3220	POSTAGE/FREIGHT	0.00	2,500.00	2,871.09	45.85	(416.94)	117
211-00-75-30-3230	SEMINAR/MEETINGS/SCHOOL	0.00	500.00	845.93	0.00	(345.93)	169
211-00-75-30-3255	STAFF TRAINING	0.00	500.00	235.40	0.00	264.60	47
211-00-75-30-3260	COMMUNITY ED PROMOTION	0.00	300.00	379.22	0.00	(79.22)	126
211-00-75-30-3300	PROFESSIONAL SERV-COLLECTIONS	143.20	2,200.00	1,861.60	152.15	186.25	92
211-00-75-30-3310	AUTO MILEAGE/TRAVEL	0.00	0.00	0.00	0.00	0.00	0
211-00-75-30-3510	PUBLISHING & ADVERTISING	0.00	300.00	1,525.80	0.00	(1,225.80)	509
211-00-75-30-3610	GENERAL INSURANCE	(345.91)	9,000.00	8,056.00	0.00	944.00	90
211-00-75-30-3810	ELECTRICITY	0.00	28,000.00	29,408.67	0.00	(1,408.67)	105
211-00-75-30-3840	GARBAGE REMOVAL	278.99	3,000.00	4,010.82	0.00	(1,010.82)	134
211-00-75-30-3860	HEAT-NATURAL GAS	0.00	4,000.00	3,100.42	0.00	899.58	78
211-00-75-30-4000	MAINTENANCE CONTRACTS	2,096.00	7,000.00	9,105.65	0.00	(2,105.65)	130
211-00-75-30-4010	BUILDING MAINT/REPAIRS	141.99	36,000.00	45,427.85	0.00	(9,427.85)	126
211-00-75-30-4015	GROUNDS MAINTENANCE	0.00	6,000.00	2,134.17	0.00	3,865.83	36





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FUND: PUBLIC LIBRARY

ACCOUNT NUMBER	DESCRIPTION	DECEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL. EXP.
TOTAL BLANDIN GRANT		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES:		81,336.25	860,422.00	854,068.98	2,040.54	4,312.48	99
TOTAL FUND REVENUES		61,659.51	860,422.00	861,956.03	0.00	(1,534.03)	100
TOTAL FUND EXPENSES		81,336.25	860,422.00	854,068.98	2,040.54	4,312.48	99
FUND SURPLUS (DEFICIT)		(19,676.74)	0.00	7,887.05			
TOTAL ALL FUND REVENUES		61,659.51	860,422.00	861,956.03	0.00	(1,534.03)	100
TOTAL ALL FUND EXPENSES		81,336.25	860,422.00	854,068.98	2,040.54	4,312.48	99
ALL FUND SURPLUS (DEFICIT)		(19,676.74)	0.00	7,887.05			

GRAND RAPIDS PUBLIC LIBRARY BILL LIST - JANUARY 10, 2018

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/10/2018

VENDOR #	NAME	AMOUNT DUE
PUBLIC LIBRARY		
0100020	ABDO PUBLISHING CO	148.11
0113100	AMAZON.COM	2,180.09
0113233	AMERIPRIDE LINEN & APPAREL	80.04
0118660	ARROWHEAD LIBRARY SYSTEM	231.19
0201428	BAKER & TAYLOR, INC	3,201.90
0212124	BLACKSTONE PUBLISHING	929.96
0221700	BUSY BEES QUALITY CLNG SVC INC	1,700.00
0308220	CHERRY PUBLISHING/SLPG BEAR PR	56.58
0315455	COLE HARDWARE INC	22.96
0405500	DEMCO	97.05
0701636	GARETH STEVENS PUBLISHING LLLP	136.52
0701650	GARTNER REFRIGERATION CO	5,461.00
0914690	INSIGHT PUBLIC SECTOR SLED	716.88
1000035	J. APPLESEED PUBLISHERS CO-OP	284.64
1021515	JUNIOR LIBRARY GUILD	161.00
1415377	NORTHERN BUSINESS PRODUCTS INC	256.92
1524250	OXFORD UNIVERSITY PRESS USA	1,255.79
1605665	PERSONNEL DYNAMICS LLC	300.11
1801610	RAPIDS PLUMBING & HEATING INC	129.00
1805150	RECORDED BOOKS	2,449.40
1815702	ROSEN PUBLISHING	386.93
1901435	SALEM PRESS	1,458.00
1909510	SIM SUPPLY INC	231.55
1920065	STAR TRIBUNE	430.04
1920555	STOKES PRINTING & OFFICE	195.68
2005150	TECH LOGIC CORPORATION	400.00
2114356	UNIQUE MANAGEMENT SERVICES	143.20
2209450	THE VILLAGE BOOK STORE	16.95
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$23,061.49

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0205345	JENNIFER BEHM	125.00
0301530	CANON USA INC	67.00
0605191	FIDELITY SECURITY LIFE INS CO	6.26
0718015	GRAND RAPIDS CITY PAYROLL	38,434.09
1115550	KOOTASCA COMMUNITY ACTION INC	200.00
1209516	LINCOLN NATIONAL LIFE	39.00
1309199	MINNESOTA ENERGY RESOURCES	113.80
1309335	MINNESOTA REVENUE	52.83
1405850	NEXTERA COMMUNICATIONS LLC	83.66
1516220	OPERATING ENGINEERS LOCAL #49	10,600.00
1601750	PAUL BUNYAN COMMUNICATIONS	244.24
1621130	P.U.C.	2,437.32

GRAND RAPIDS PUBLIC LIBRARY BILL LIST - JANUARY 10, 2018

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/10/2018

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2114750	UNUM LIFE INSURANCE CO OF AMER	20.50
2205637	VERIZON WIRELESS	112.88
2209665	VISA	334.25
2301700	WASTE MANAGEMENT	278.99
2308300	BETSY WHIRLEY	125.00
TOTAL PRIOR APPROVAL IN THE SUM OF:		\$53,274.82
TOTAL ALL DEPARTMENTS		76,336.31

## Directors Report: January 2017

### Background on Agenda items:

Our policy manual includes interpretations of the Library Bill of Rights that have been adopted by the American Library Assn. They recently adopted a statement on Equity, Diversity and Inclusion that we should adopt as a formal policy. A copy is in your packet

#### Drinking Fountain replacement

The drinking fountain in the lobby developed an internal leak in a part that cannot be replaced. The quotes in your packet are for an upgraded model that includes an extra spout for filling water bottles. This model has been in use in City Hall and the Civic Center and has been popular with the public.

**The union contract** was completed and signed. A copy is included in your packet.

Significant provisions:

#### WAGES

2018 - 1% wage increase\*

2019 - 2% wage increase

\*In 2018 all employees will receive a one-time lump sum payment of \$600 payable on the first full payroll in January 2018.

#### CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (49ers Plan)

018 - 100%

\_019 - 100%

#### FLEXIBLE TIME OFF

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

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

#### HOLIDAYS

Delete the 1/2 day floater holiday and replace it with a 1/2 day holiday on the Saturday after Thanksgiving.

#### **Item for Discussion:**

#### **Saturday after Thanksgiving: open or closed?**

Prior to 2015, we were open Friday and Saturday after Thanksgiving. When examining numbers, Fridays were found to be very quiet, but Saturdays had a higher *visit per hour* rate, and were only marginally less busy than other November Saturdays. The 2015-17 contract eliminated the holiday before Easter and substituted the Friday after Thanksgiving, and added a 1/2 day floating holiday to be used at the employee's discretion.

Over the past 4 years, the average for the Saturday after Thanksgiving is 193, (range 187-207) while the average for other Saturdays in November is about 244. (range 59-327) We have not had a Story Time on that

Saturday for several years, but there are still many families coming in, as well as computer users and people stopping by for reading material.

° the decision is to remain open, we have several options:

- Use 1 or 2 substitutes for circulation and/or Children's desk
- Pay union staff Holiday pay. (it is unclear to me whether that applies to any time worked, or work after 4 hours)
- Exempt employees (Amy and Marcia) cover 1 or 2 positions

Or some combination of above

A further complication is that whether we are open or not on Saturday, we can only schedule people for 20 regular hours Monday – Wed.

#### **Small Meeting room fee change proposal:**

**The problem:** A handful of groups request to use our small meeting rooms for longer than our standard three hour rental period. Usually these groups were conducting employment interviews, doing employee work reviews, or were coming from out of town to meet locally with several people throughout the day. Historically, we've tried to cobble together solutions for these groups while staying within our meeting room policies.

**What has changed:** With the addition of the Riverview room, and, in the future, a second Riverview room space, we feel better equipped to handle such requests for longer term usage of the small group spaces.

The proposed solution: Charging the same \$5 reservation fee (these spaces will remain free to use if a group walks in the library and requests them and they are unoccupied) for the first three hours of a reservation. After three hours the group will be charged \$5 per hour for any subsequent time they reserve. The proposed fee schedule, with the proposed changes in red, is attached.

#### **Passport Agent Re-certification**

All full-time staff completed the annual review and passed the accompanying exam. We received notification that we are fully compliant with all requirements.

We executed 1025 passports during the year, slightly fewer than I budgeted for (1040).

**January 2018**  
**Assistant Director Report**

*Teen Advisory Board*  
*Wednesday, December 27, 2017*

The December meeting was held on Wednesday, December 27 because we were closed on Tuesday the 26th.

Members present: Sarah K.

Discussed the teen room question for January. Decided to make it sort of a scavenger hunt using young adult magazines.

We read reviews from the following library journals: Voice of Youth Advocates, School Library Journal, Booklist, and Publishers Weekly. We found some titles that look like they would make nice additions to the YA collection.

**Teens**

Teen Anime Club was held in the meeting room on Saturday, December 23. There were 5 enthusiastic teens who participated. We watched Black Clover.

The December teen room drawing had 7 participants. Bess S. won.

Winter Reading has begun. Teens keep track of pages read. When they read 700 they can choose a free book and when they reach 1500 they receive a \$7.00 Target gift card. So far, 1 teen has read to 1500 pages.

I rearranged the young adult fiction materials slightly so there is a little more room on each shelf.

**Operations**

The lobby display case will be changed out soon. The display table near the front doors has now switched to winter activity materials.

Arrowhead Transit has a sign with bus times in the lobby. I think it gets read quite a bit as many patrons ride the bus to and from the library.

The Friends of the Library meet Wednesday, January 10 at 1:30 pm. Their last meeting was in October.

**CIRCULATION**  
**Check-outs**  
 Total Circulation  
 Returns  
 New cards

**THIS MONTH**  
 9,233  
 11,032  
 11,742  
 64

**YTD**  
 138,299  
 160,187  
 160,613  
 1,395

**YTD 2016**  
 142,549  
 163,555  
 152,837  
 2,013

**Express Check outs**  
 2,832  
 30.67%

**Door count**  
 8462

**TECHNICAL PROCESSES**  
 Books cataloged and processed  
 Withdrawn copies

**THIS MONTH**  
 750  
 1,128

**YTD**  
 7,661  
 8,280

**YTD 2016**  
 5,940  
 8,588

**REFERENCE**  
 tests proctored  
 computer help over 5 minutes  
 Passports

**THIS MONTH**  
 754  
 4  
 89  
 115

**YTD**  
 9,499  
 74  
 719  
 1,025

**YTD 2016**  
 8,477  
 102  
 872  
 1,061

**INTERNET**  
 Pharos sessions \*\*\*

**SESSIONS**  
 872

**HOURS**  
 593

**YTD HOURS**  
 13,840  
 8,978

**Non-Pharos sessions**  
**VOLUNTEERS**

**PEOPLE**  
 149  
 44

**HOURS**  
 242.00

**YTD HOURS**  
 1,762  
 3485.00

**MEETING ROOM**  
 COMMUNITY ROOM/GSR

**GROUPS**  
 29

**YTD GROUPS**  
 502

**PROGRAMS & TOURS**  
 BOOK TIME  
 SATURDAY STORY TIME  
 CLASS VISITS  
 NON SCHOOL GROUPS  
 CHILDREN'S PROGRAMS  
 TEEN PROGRAMS

**PROGRAMS**  
 6  
 8  
 4  
 0  
 5  
 3

**PEOPLE**  
 116  
 141  
 129  
 0  
 86  
 13

**YTD PEOPLE**  
 1,458  
 1,751  
 1,986  
 15  
 1629  
 437

**Total Youth Programs**  
 Total Adult Programs

**PROGRAMS**  
 26  
 5

**PEOPLE**  
 485  
 110

**YTD PROGRAMS**  
 308  
 58

**BOOKINGS & ARRANGEMENTS**  
**TOTALS**

**HRS THIS MONTH**  
 7.5

**HRS YTD**  
 95.5

**YTD 2016**  
 94.5

**YTD 2016 programs**  
 63  
 80  
 54  
 0  
 37  
 42

**YTD 2016 people**  
 1,483  
 1,732  
 2,106  
 0  
 1,412  
 361

**YTD 2016 programs**  
 276  
 56

**YTD 2016 people**  
 7,094  
 1,706

## December Children's Library Report

Cassie Chimento, 4<sup>th</sup> grade teacher from Southwest, has earned my award for the "Most Heads-Up Teacher" of the year. She called me the last week of November and said she'd like to try to squeeze in one more walk to the library before the weather turned. We scheduled for Friday, December 1<sup>st</sup>...the high temperature was 37 degrees...ABOVE zero! Oh! How things have changed in a short few weeks.

Along with Ms. Chimento's class, we also enjoyed visits from all our Murphy Third Graders. They visited on December 19<sup>th</sup>...a mere two days before their Christmas vacation started...I wouldn't be surprised if KAXE felt the power surge on the air. There was a LOT of energy in the building! ☺ We also hosted the RJEMS Special Ed class for a couple of December visits.

Our afterschool programs continue to find eager participants. Artastic had 18 folks, while Full Steam Ahead saw 12 happy scientists. Lego Club, always the favorite, boasted 31 builders. This month's theme was "Favorite Winter Activities," and, if you haven't yet seen them, stop down to check them out...the ski lift is inspiring!

Dion and I had a great opportunity this month. Through Itasca Network for Youth (INY) we were invited to participate in a day exploring "YPQ" or Youth Program Quality. In essence, YPQ focuses on the qualities of good programming for children and teens, using a pyramid illustration with "Safe Environment" at the base of the pyramid and "Engagement" at the peak. We will use this knowledge when we attend a follow-up session on "M3" or Making Meaning of Multiple Data Sets, which will help us discern which data is important in creating quality programming.

December also means the return of Winter Reading! This year's theme is "Read With a Friend" and we have "books" with participant's names lined up on the wall and across the first bank of windows. The program will continue until the end of February.

Yes, Virginia, there are teacher cards! Through the efforts of Marcia and Chris Magnussen at ALS, we have launched our first library cards for teachers to use for classroom materials. The highlights include: a six-week borrowing window with a three-week renewal, plus a seven-day grace period. We have a handful of teachers, who have agreed to be test subjects, signed up already. If we encounter no major hurdles, we will start to publicize the cards to the district at some point in January.



January 10, 2018

Wild and Free  
Erin Ebinger

Dear Ms Ebinger;

I am very pleased that you are able to do a presentation for the Grand Rapids Area Library on January 16: at 6:00 pm *on the Wild and Free Animal Sanctuary*.

The Library will provide a donation of \$150 to Wild and Free in recognition of your presentation. Also enclosed is a release form for ICTV. If these arrangements are agreeable, please sign below and complete and return one copy of each of the enclosed forms to help us in processing the paperwork for your payment.

My e-mail is: [manderson@ci.grand-rapids.mn.us](mailto:manderson@ci.grand-rapids.mn.us) if you have any questions

Sincerely,

Marcia Anderson  
Library Director

ICTV release, W-9 form

These terms are acceptable:

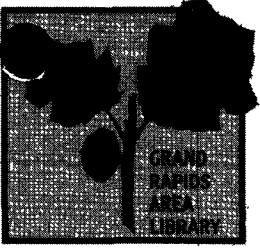
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved for the Board of Directors:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date



January 10, 2018

Artaria String Quartet  
980 Bellows St.  
St Paul MN 55118

**GRAND RAPIDS AREA LIBRARY**

140 NE Second Street  
Grand Rapids, MN 55744

Director: (218) 326-7643  
Reference: (218) 327-8820  
Children (218) 327-8823  
Office: (218) 326-7640  
Fax: (218) 326-7644  
TTY: (218) 327-8831

Dear Mr Shows;

I am very pleased that the Artaria String Quartet is able to do a presentations for the Grand Rapids Area Library on January 25 at 6:00 pm on *Dance and the String Quartet*

The Library will provide an honorarium of \$150 to Artaria in recognition of your presentation. Also enclosed is a release form for ICTV. If these arrangements are agreeable, please sign below and complete and return one copy of each of the enclosed forms to help us in processing the paperwork for your payment.

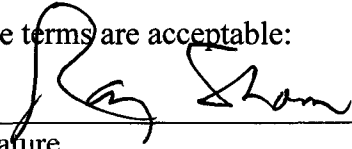
My e-mail is: [manderson@ci.grand-rapids.mn.us](mailto:manderson@ci.grand-rapids.mn.us) if you have any questions

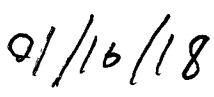
Sincerely,

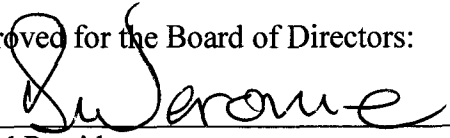
Marcia Anderson  
Library Director

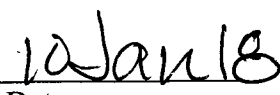
ICTV release, W-9 form

These terms are acceptable:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Approved for the Board of Directors:  
  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Date



# Artaria

## String Quartet

980 Bellows Street • St. Paul, Minnesota 55118 • ray@artaria.us • 651-587-7595

# INVOICE

November 14, 2017

To: **Bonnie Henriksen**  
Library Volunteer Coordinator  
Grand Rapids Area Library  
140 NE 2nd Street  
Grand Rapids, MN 55744-2662

From: Ray Shows  
Artaria String Quartet


Re: Arts Themed Library Performance

Description: The ASQ will present a program on **Thursday, January 25, 2018** for Grand Rapids Area Library.

Item	Amount
<i>"Dance &amp; the String Quartet" presentation for Grand Rapids Area Library</i>	\$150.00

Please make payable to the "Artaria" and send to address in letterhead or present to quartet at the performance.

Cordially,



Ray Shows

Board member *Lisa Tabbert* introduced the following resolution and moved for its adoption:

RESOLUTION NO. 2018-01  
A RESOLUTION ACCEPTING DONATIONS


WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes, and

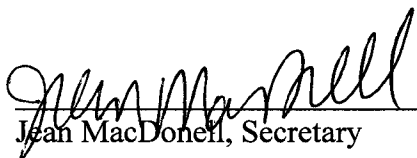
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

\$50 from Leah White undesignated  
\$500 from TJ Maroney/Barzen Donor Advised Fund  
Subscription to Mother Jones from Jackie Dowell  
\$100 from Charlotte McDermott

Adopted this 10th day of January, 2018

  
\_\_\_\_\_  
Dennis Jerome, President

  
\_\_\_\_\_  
Jean MacDonell, Secretary

Board member *Richard Thouin* seconded the foregoing resolution and the following voted in favor thereof:

*Dennis Jerome, Sue Zeige, Richard Thouin, Deb Kee,  
Lisa Tabbert, Max Peters*

And the following voted against same: -

And the following abstained: -

Whereby the resolution was declared duly passed and adopted.

## Equity, Diversity, Inclusion

Email  | Cite  | Share This Page 

### An Interpretation of the Library Bill of Rights

The American Library Association affirms that equity, diversity, and inclusion are central to the promotion and practice of intellectual freedom. Libraries are essential to democracy and self-government, to personal development and social progress, and to every individual's inalienable right to life, liberty, and the pursuit of happiness. To that end, libraries and library workers should embrace equity, diversity, and inclusion in everything that they do.

"Equity" takes difference into account to ensure a fair process and, ultimately, a fair outcome. Equity recognizes that some groups were (and are) disadvantaged in accessing educational and employment opportunities and are, therefore, underrepresented or marginalized in many organizations and institutions. Equity, therefore, means increasing diversity by ameliorating conditions of disadvantaged groups.

"Diversity" can be defined as the sum of the ways that people are both alike and different. When we recognize, value, and embrace diversity, we are recognizing, valuing, and embracing the uniqueness of each individual.

"Inclusion" means an environment in which all individuals are treated fairly and respectfully; are valued for their distinctive skills, experiences, and perspectives; have equal access to resources and opportunities, and can contribute fully to the organization's success.

To ensure that every individual will feel truly welcomed and included, library staff and administrators should reflect the origins, age, background, and views of their community. Governing bodies should also reflect the community. Library spaces, programs, and collections should accommodate the needs of every user.

#### **I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, age, background, or views of those contributing to their creation.**

Library collections, in a variety of material formats, should include a full range of viewpoints and experiences, serving the needs of all members of the community. Historically, diverse authors and viewpoints have not been equitably represented in the output of many mainstream publishers and other producers. It may require extra effort to locate, review, and acquire those materials.

Therefore, libraries should seek out alternative, small press, independent, and self-published content in a variety of formats. Libraries may benefit from cooperative arrangements and other partnerships to share in the work of locating and acquiring diverse materials. Interlibrary loan may complement but not substitute for the development of diverse local collections.

All materials, including databases and other electronic content, should be made accessible for people who use adaptive or assistive technology.

To provide equitable and inclusive access, libraries must work closely with diverse communities to understand their needs and aspirations, so that the library can respond appropriately with collections and services to meet those needs. All community members will feel truly welcomed and included when they see themselves reflected in collections that speak to their cultures and life experiences.

#### **II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.**

Beyond merely avoiding the exclusion of materials representing unorthodox or unpopular ideas, libraries should proactively seek to include an abundance of resources and programming representing the greatest possible diversity of genres, ideas, and expressions. A full commitment to equity, diversity, and inclusion requires that library collections and programming reflect the broad range of viewpoints and cultures that exist in our world. Socially excluded, marginalized, and underrepresented people, not just the mainstream majority, should be able to see themselves reflected in the resources and programs that libraries offer.<sup>1</sup>

#### **III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.**

By challenging censorship, libraries foster an inclusive environment where all voices have the opportunity to be heard. Inclusive materials, programs, and services may not be universally popular, but it is the library's responsibility to provide access to all points of view, not just prevailing opinions. Libraries should prepare themselves to deal with challenges by adopting appropriate policies and procedures. Libraries should respectfully consider community objections and complaints, but should not allow controversy alone to dictate policy.

Governing bodies, administrators, and library workers must discourage self-censorship. Fears and biases may suppress diverse voices in collections, programming, and all aspects of library services.<sup>2</sup> Libraries should counter censorship by practicing inclusion.

#### **IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.**

American society has always encompassed people of diverse origin, age, background, and views. The constitutional principles of free expression and free access to ideas recognize and affirm this diversity. Any attempt to limit free expression or restrict access to ideas threatens the core American values of equity, diversity, and inclusion.

Libraries should establish and maintain strong ties to organizations that advocate for the rights of socially excluded, marginalized, and underrepresented people. Libraries should act in solidarity with all groups or individuals resisting attempts to abridge the rights of free expression and free access to ideas.

**V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.**

In the Library Bill of Rights and all of its Interpretations and supporting documents, the principle of inclusion is clear and unambiguous.

"Origin" encompasses all of the characteristics of individuals that are inherent in the circumstances of their birth

"Age" encompasses all of the characteristics of individuals that are inherent in their levels of development and maturity.

"Background" encompasses all of the characteristics of individuals that are a result of their life experiences.

"Views" encompass all of the opinions and beliefs held and expressed by individuals.

Libraries should regularly review their policies with the goal of advancing equity of access to the library's collections and services. Identification requirements, overdue charges and fees, or deposits for service are examples of traditional approaches that may exclude some members of the community.<sup>3</sup>

**VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.**

Libraries should not merely be neutral places for people to share information, but should actively encourage socially excluded, marginalized, and underrepresented people to fully participate in community debates and discussions.

Libraries should welcome diverse content in their exhibit spaces and diverse ideas, individuals, and groups in their meeting rooms, even if some members of the community may object or be offended.<sup>4</sup>

**Conclusion**

To uphold the Library Bill of Rights and serve the entire community, governing bodies, administrators, and library workers should embrace equity, diversity, and inclusion.

1. "Library-Initiated Programs as a Resource: An Interpretation of the Library Bill of Rights (<http://www.ala.org/Template.cfm?Section=interpretations&Template=/ContentManagement/ContentDisplay.cfm&ContentID=8580>)," Adopted January 27, 1982, by the ALA Council, amended June 26, 1990, July 12, 2000
2. "Diversity in Collection Development: An Interpretation of the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/diversitycollection>)," Adopted July 14, 1982, by the ALA Council, amended January 10, 1990, July 2, 2008; July 1, 2014
3. "Economic Barriers to Information Access: An Interpretation to the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/economicbarriers>)," Adopted June 30, 1993, by the ALA Council
4. "Meeting Rooms: An Interpretation of the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/meetingrooms>)," Adopted July 2, 1991, by the ALA Council

Adopted June 27, 2017, by the ALA Council.

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[Feedback \(http //www.ala.org/footer-feedback\)](http://www.ala.org/footer-feedback)

[Work at ALA \(https //rew22.ultipro.com/AME1043/JobBoard/ListJobs.aspx\)](https://rew22.ultipro.com/AME1043/JobBoard/ListJobs.aspx)

ALA American Library Association

50 E. Huron St. Chicago IL 60611 | 1 800 545 2433

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# *Proposal*

## **Northern Air Plumbing & Heating of Grand Rapids, Inc.**

33204 Shadywood Road  
Grand Rapids, MN 55744  
northernairph@yahoo.com  
218-327-9361

December 20, 2017

City of Grand Rapids  
[nmorlan@ci.grand-rapids.mn.us](mailto:nmorlan@ci.grand-rapids.mn.us)

Library

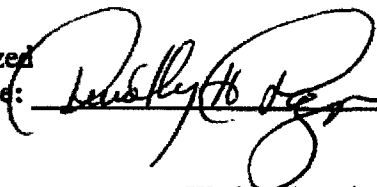
***We propose*** hereby to furnish material and labor – complete in accordance with specifications below:

See individual options listed below.

***Payments to be made as follows:***

Payments as billed

Authorized  
Signature: \_\_\_\_\_



**Note: This proposal may be withdrawn by us  
if not accepted within 30 days.**

***We hereby*** submit specifications and estimates for:

**Water Fountains: \$2193.00**

1-Elkay ELLZS8WSLK water cooler and bottle station

We will remove the existing water cooler and install the new unit.

The old unit will be disposed of.

The permit will be provided by the city.

### ***Acceptance of Proposal :***

I authorize Northern Air Plumbing and Heating of Grand Rapids, Inc. to proceed with the work as bid.

I understand that I am liable for payment of all work done, supplies used, as well as any extra charges incurred such as state filing fees, testing, and building permits.

I agree that if any invoice for services are not paid when due, then all of the principle and interest shall at the election of Northern Air Plumbing and Heating of Grand Rapids, Inc. become due and payable at once and from the date of such selection this bill shall bear interest at 18% per annual. The makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay all costs of collection including reasonable attorney's fees. If the unpaid balance is referred to an attorney for collection the undersigned authorizes any attorney of record to confess judgment to the entered, by any court which may have jurisdiction, at any time after default in payment shall occur and hereby waive all exceptions to the extent permitted by law.

**PRE-LIEN NOTICE – THE FOLLOWING NOTICE IS PROVIDED TO YOU AS REQUIRED BY LAW:**

**(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

**(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**



Plumbing & Heating, Inc.  
Mechanical Contractors

# ESTIMATE

## DRINKING FOUNTAIN INSTALLATION

December 14, 2017

To: Nathan @ City Of Grand Rapids  
From: Jim Shaw

We propose to furnish all labor and material for the installation of one Elkay single station water cooler with bottle filler at Grand Rapids Area Library.  
Unit will be Elkay LZS8WSLK.

Permit by you.

**Estimated cost:** \_\_\_\_\_ **\$1,799.00**

James O. Shaw

## Grand Rapids Area Library Room Use Fees

### Community Room

Library sponsored programs, City of Grand Rapids, Book Groups	Free
Non-profit and non-profit eligible* groups	\$7.50/hour
All others (including individuals)	\$15/hour

Discount: A 25% discount applies to groups paying in advance for 6 or more meetings.

Groups whose meetings end by 9 a.m. will be charges for a two hour time block.

Groups whose meeting begin after 5:00 p.m. will be charged for a two hour time block.

### Group Study Room and Riverview Rooms

Library, City of Grand Rapids, Book Groups	Free
Unreserved	Free
Non-profit and non-profit eligible* groups	\$5 for first 3 hours; \$5/hour after 3 hours \$2 each additional use in a series
All others:	\$5 for first 3 hours; \$5/hour after 3 hours

**\*Non-profit eligible** is defined in Minnesota Statutes 317A. Under this statute a non-profit corporation may not: (1) be formed for a purpose involving pecuniary gain for its members, other than to members that are non-profit organizations or subdivisions, units, or agencies of the United States or a state or local government; and (2) pay dividends or other pecuniary remuneration, directly or indirectly, to its members, other than to members that are non-profit organizations or subdivisions, units, or agencies of the United States or a state or local government.”

Approved January 11, 2018

**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.

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 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

**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) calendar 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: Tim Hoshal  
Tim 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						
Effective 1/1/2018	1.0%	STEP 1 0-6 Months	STEP 2 7-12 Months	STEP 3 13-18 Months	STEP 4 19-24 Months	STEP 5 24 + Months
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
Effective 1/1/2019	2.0%					
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.