

**AGREEMENT**

**Between**

**THE BOARD OF TRUSTEES OF THE FLINT PUBLIC LIBRARY**

**And**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M,**

**July 1, 2020 — June 30, 2023**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>AGREEMENT .....</b>	<b>1</b>
<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 2 UNION SECURITY AND UNION DUES MODIFIED AGENCY SHOP.....</b>	<b>2</b>
<b>ARTICLE 3 UNION REPRESENTATION .....</b>	<b>2</b>
<b>ARTICLE 4 UNION RESPONSIBILITIES.....</b>	<b>3</b>
<b>ARTICLE 5 MANAGEMENT RIGHTS .....</b>	<b>3</b>
<b>ARTICLE 6 NON-DISCRIMINATION.....</b>	<b>4</b>
<b>ARTICLE 7 FAIR EMPLOYMENT STANDARDS .....</b>	<b>4</b>
<b>ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>4</b>
<b>ARTICLE 9 DISCIPLINARY PROCEDURE .....</b>	<b>6</b>
<b>ARTICLE 10 WORKING HOURS AND PAY PERIODS .....</b>	<b>7</b>
<b>ARTICLE 11 SPECIAL CONFERENCES.....</b>	<b>7</b>
<b>ARTICLE 12 HOLIDAYS.....</b>	<b>8</b>
<b>ARTICLE 13 SENIORITY.....</b>	<b>8</b>
<b>ARTICLE 14 LAYOFF AND RECALL .....</b>	<b>10</b>
<b>ARTICLE 15 PAID TIME OFF.....</b>	<b>11</b>
<b>ARTICLE 16 NO STRIKE — NO LOCKOUT .....</b>	<b>15</b>
<b>ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY .....</b>	<b>16</b>
<b>ARTICLE 18 OVERTIME/COMPENSATORY TIME .....</b>	<b>18</b>
<b>ARTICLE 19 FRINGE BENEFITS.....</b>	<b>18</b>
<b>ARTICLE 20 SHORT-TERM ASSIGNMENTS .....</b>	<b>21</b>
<b>ARTICLE 21 VACANCIES.....</b>	<b>21</b>
<b>ARTICLE 22 NEW CLASSIFICATIONS AND RATES OF PAY .....</b>	<b>21</b>
<b>ARTICLE 23 RULES AND REGULATIONS.....</b>	<b>22</b>
<b>ARTICLE 24 GENERAL AND MISCELLANEOUS.....</b>	<b>22</b>
<b>ARTICLE 25 DURATION OF AGREEMENT.....</b>	<b>23</b>
<b>SIGNATURE PAGE.....</b>	<b>24</b>

## **AGREEMENT**

This agreement entered into this 30<sup>th</sup> day of June, 2020, between the Board of Trustees of the Flint Public Library, hereinafter referred to as the "Employer" or "Library" and Unit 240 and chartered by the Service Employees International Union hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties hereto.

## **PREAMBLE**

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of the Agreement without discrimination as to age, sex, marital status, race, creed, national origin, color, religion, sexual orientation, height, weight, or disability unrelated to the performance of essential job functions and political or union affiliation.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

It is mutually agreed and understood that this contract shall require the appropriate ratification of each party and the signed approval of authorized representatives of the Library and Union in order to be binding.

## **ARTICLE 1** **RECOGNITION**

The Library recognizes the Union as the exclusive bargaining representative of all regular full-time and part-time employees in the classification of clerk.

The Union does not represent administrative assistants, pages, librarians, supervisors, director or assistant directors and all other Library employees.

The Library reserves the right to hire and utilize temporary and substitute employees who are not represented by the Union.

**ARTICLE 2**  
**UNION SECURITY AND UNION DUES MODIFIED AGENCY SHOP**

**Section 1**

All employees who are members of the Union on the effective date of this Agreement or elect to become members during the term of this Agreement shall maintain their membership except that individual employees may terminate membership in compliance with P.A. 349 of 2012 by notifying the Library and the Union in writing of the desire to terminate membership.

**Section 2**

Employees who are members of the Union or elect to be members of the Union shall pay to the Union each Pay Period the dues which have been certified to the Employer by the Treasurer of the **Union**. The employer agrees to deduct Union dues uniformly as required once each month from the wages of those employees who individually request in writing on the standard authorization cards that such deductions be made. The Amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) of each month that this Agreement remains in effect.

**Section 3**

Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two (2) weeks of the actual or alleged overpayment.

In cases where Union dues are deducted in error from non-Union employees and are sent to the Union, the Union shall promptly refund any monies owed the employee upon presentation of proper evidence. Such presentation shall be made within two (2) weeks of the receipt of the actual or alleged overpayment. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suites, and other liability by reason of action taken or not taken by the Employer for purposes of complying with this Article.

**ARTICLE 3**  
**UNION REPRESENTATION**

Employees in the bargaining unit shall be represented by two (2) representatives and one (1) alternate.

The Union shall appoint representatives and alternates for the unit. No representative or alternate, regardless of when selected, shall function as such until the Library Director has been notified in writing by the president of the local union or the chairperson of the unit.

Representatives or their alternates and non-bargaining unit officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.

Any representative or alternate having an individual grievance in connection with his/her own work may ask that another representative or alternate or Union official assist him/her in adjusting the grievance as set forth in this Agreement.

Union representatives shall not come into the building to talk to the employees unless they first give notice to and receive approval from the administration.

**ARTICLE 4**  
**UNION RESPONSIBILITIES**

**Section 1**

There shall be no discrimination by the Union among employees by virtue of participation or non-participation in Union affairs.

**Section 2**

No Union business will be performed on Library time other than as required by designated union representatives to represent the Union in bargaining sessions, grievance proceedings or to attend Special Conferences.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

The Employer shall solely and exclusively have and possess, without limitation, all inherent and customary powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, by the inherent power of the judiciary and by the authority vested by the Supreme Court of Michigan, to administer, manage and direct its agencies, divisions, departments and offices.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Library, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion:

- to determine the number of employees to be employed;
- to hire employees, determine their qualifications and assign and direct their work;
- to maintain the efficiency of operations;
- to determine the personnel, methods, means, and facilities by which operations are conducted;
- to set the starting and quitting times and the number of hours and shifts to be worked;
- to set the standards of productivity, the products to be produced, and/or the services to be rendered;
- to subcontract, contract out, close down or relocate the Library's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, unit, operation, or service;
- to control and regulate the use of machinery, facilities, equipment, and other property of the library;
- to introduce new or improved methods, materials, machinery, or equipment;

to determine the number, location and operation of units of the Library; to issue, amend and revise policies, rules, regulations, and practices; and

to take whatever action that is deemed necessary or advisable to determine, manage and fulfill the mission of the Library and to direct the Library's employees.

The Library's failure to exercise any right, prerogative or function hereby reserved to it, or the Library's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Library's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE 6**  
**NON-DISCRIMINATION**

Neither the Library nor the Union will discriminate against a bargaining unit employee on the basis of race, color, national origin, religion, age, gender, sexual orientation, marital status, height, weight, or disability unrelated to the performance of essential job functions, nor union activity or lack thereof.

Complaints regarding the application and interpretation of this Section of the agreement may be processed in accordance with the grievance procedure established in this Agreement, but any such complaints shall not be subject to the arbitration procedure established in this Agreement. This does not prohibit arbitration of a grievance, which primarily involves a complaint alleging violation of a different Section of this Agreement, and a violation of this Section is alleged only as a secondary complaint.

**ARTICLE 7**  
**FAIR EMPLOYMENT STANDARDS**

The Union and the Library recognize that, under state and federal law, the Library has an affirmative duty to make reasonable accommodations with respect to the employment of eligible individuals who have certain disabilities. In situations where the Library determines that a reasonable accommodation is appropriate in order to meet its obligations under the law, the Union agrees that the reasonable accommodation shall be implemented without challenge notwithstanding any provisions of this Agreement that may be in conflict. Accordingly, neither the Library nor the Union shall be liable for any deprivation of rights suffered by an employee as a result of compliance with provisions of state and federal law regarding the initial employment or continued employment of eligible individuals with certain disabilities and the duty to reasonably accommodate.

**ARTICLE 8**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is a complaint or allegation that the Library is violating this Agreement.

Procedure:

The term "day" when used in this Article shall mean calendar day when the Library is open to the public.

An employee having a grievance shall first discuss the grievance with his/her designated supervisor. The supervisor shall give his/her decision to the employee within three (3) days.

Notwithstanding the preceding paragraph, the Union shall have the right to commence a grievance at the level of management causing such grievance.

1. Steps.

a. Step One.

Grievances must be submitted to the office of the Library Director, in writing, within fourteen (14) days of the alleged violation or within fourteen (14) days of when the violation should, with reasonable diligence, have been discovered. The grievance must identify what section(s) or provision(s) of this Agreement was/were violated, set forth the facts pertaining to the alleged violation(s) and the desired remedy.

The Library Director or designee will then schedule a meeting within (7) days of receipt of the grievance at a mutually agreeable time to be attended by the grievant, one (1) local representative of the Union, one (1) representative of the Union who is not a Library employee (if requested by the grievant) and up to two (2) additional Employer representatives. If the matter is resolved by the parties at such meeting or the adjourned continuation of such meeting, the disposition shall be reduced to writing and signed by the Library Director and Union representative(s) with copies sent to the Employer and Union. If no agreed disposition is reached between the parties, the Library Director or designee will provide a written answer to the grievance within ten (10) days of the meeting.

b. Step Two.

If the grievance is not settled at Step One, the Union may request arbitration by giving written notice to the Library Director within thirty (30) days following the due date of the Step One response or receipt of the Step One response whichever first occurred.

2. Time Limits.

Time limits may be extended by mutual agreement. If the Union does not follow the time limits contained herein and/or any agreed extension of time, the grievance shall be settled without precedent. At each Step of the grievance process, including arbitration, the Library shall have the right to raise all issues and defenses.

3. Provisions Governing Arbitration.

Only arbitrable grievances may be referred to arbitration and then only if the requirements of the grievance and arbitration process have been observed. If no arbitrator can be mutually agreed upon within ten (10) calendar days of the Step Two notice, the Union shall submit the demand to arbitrate to the American

Arbitration Association ("AAA"). A single arbitrator shall be selected from the AAA Labor Arbitration panel by agreement or pursuant to the procedures of the W.

The fee and expenses of the arbitrator shall be shared by the parties. The Library shall not be required to pay **for** any employee work time lost to attend the arbitration unless the Library intends to call the employee as a witness. The Library will pay for actual working time lost for one Union representative to attend the grievance hearing if the hearing occurs during the scheduled work time of that representative. The party canceling or postponing the arbitration hearing will be responsible for any fee charged, unless cancellation or postponement is a result of mutually resolving the grievance.

The arbitrator shall limit decisions strictly to the interpretation and application or enforcement of this Agreement and make no decision contrary or inconsistent with or modifying or varying the terms of this Agreement. The arbitrator has no authority to require the Library to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations, or discretion given it by State law. The arbitrator has no power to rule upon Library discharge or discipline of probationary employees. The arbitrator's decision shall be final and binding upon the parties and there shall be no further appeal unless the arbitrator has exceeded his or her authority as stated herein. The arbitrator is empowered to make monetary awards but in no event may it exceed actual lost income less any mitigation that was or could have been undertaken by the grievant and in no event will any claim for back pay be valid for a period of more than thirty (30) days prior to the date the grievance was first filed.

## **ARTICLE 9** **DISCIPLINARY PROCEDURE**

No employee will be disciplined without just cause. In any investigatory interview of an employee as to whom there is reason to believe that discipline will be imposed, the employee will be afforded the right to have a union representative present upon the employee's request. Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the employee if applicable. **The** Employer agrees upon assessing suspension or discharge to any employee, to **promptly notify** the union representative in writing of the suspension or discharge.

Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature as follows: (a) First offense — oral warning (with written notice); (b) Second offense — written warning; (c) Third offense — suspension, with length to be determined up to discharge or including discharge.

It is understood that in any instance where an employee receives discipline in accord with this Article 9, the employee will customarily receive the next level of discipline beyond the level of discipline previously received by the employee in the progressive disciplinary chain. It is further understood that the Library, reserves the right to depart from progressive discipline, recognizing that to do so will provide the Union or the involved employee with cause to challenge the severity of the penalty assessed through the grievance procedure. In those instances where the discipline penalty assessed to any employee is in compliance with the progressive discipline steps above, the severity of the penalty assessed will not be subject to the grievance procedure.



Employees will be tendered a copy of any disciplinary action entered into their personnel file within three (3) working days of the action taken. If not ordered immediately off the property, a discharged or suspended employee will be allowed to discuss the discharge or suspension with an on-site steward for up to thirty (30) minutes before leaving the property of the Library. The Library will make an area available where this may be done in private.

**ARTICLE 10**  
**WORKING HOURS AND PAY PERIODS**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Library to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

The workweek starts at 12:01 a.m. each Sunday and ends at midnight, the following Saturday. Pay periods end at midnight Saturday.

The regular full-time work schedule consists of forty (40) hours in a work week. The schedule for a part-time bargaining unit employee may consist of the assignment of any number of hours per week less than forty (40).

The Library has the right to establish hours, shifts, and to assign employees to shifts. Changes in schedules may be necessary to meet unusual circumstances.

Each employee will receive one (1) paid relief period of fifteen (15) minutes duration during each four-hour work period. Each employee working more than four (4) hours in a day will receive an unpaid meal period of thirty (30) minutes duration. If an employee wishes to take an unpaid meal period of more than thirty (30) minutes, there must be a prior written agreement signed by the employee and the employee's supervisor.

Each employee working more than six (6) consecutive hours in a day will receive an unpaid meal period of sixty (60) minutes duration. Each employee will receive one (1) paid relief period of fifteen (15) minutes duration during each four (4) hour work period. Rest periods shall be taken as approved by the supervisor and at a time that does not interfere with the demands of public service. Rest periods do not accumulate and will not be taken adjacent to the beginning or the end of the shift, or the meal period.

Employees requested to report to work for a shift lasting less than two (2) hours shall receive a minimum of two (2) hours of pay, or a minimum of two (2) hours of compensatory time off.

**ARTICLE 11**  
**SPECIAL CONFERENCES**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands, proposals and counter-proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of these rights and opportunities are set forth in this Agreement.

Special conferences for any matters including potential grievances may be arranged between the Chairperson and the Library Director or other designee of the Library Board upon the request of either party. Special Conferences shall not be used as a supplement to the grievance process for any matter on which a grievance has been filed. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the requesting party at the time the conference is requested. The number of persons needed at such conferences shall be by agreement between the parties involved. Neither the representative(s) of the Library nor the Union shall lose time or pay spent in such special conference if the conference is held during the working hours of a particular participant in the conference.

Notwithstanding special conferences, the library and Union agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to in this Agreement, or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated this Agreement. However, if both parties agree, good faith negotiations can be held with regard to proposed supplemental agreements.

**ARTICLE 12**  
**HOLIDAYS**

Full-time employees shall receive eight (8) hours of holiday pay and all part-time employees shall receive four (4) hours of holiday pay for the holidays listed below.

Independence Day	Christmas Day
Labor Day	New Year's Eve
Memorial Day	New Year's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Saturday after Good Friday
Saturday after Thanksgiving	
Christmas Eve	

In addition, each employee shall have two (2) floating holidays each year which a mutually agreeable date between the employee and the employee's supervisor will be.

Employees must work or use vacation or compensatory time approved by the employee's supervisor for their regularly scheduled workday before and after the recognized holiday in order to receive holiday pay. A doctor's excuse for sick time shall be treated as time worked for purposes of this section.

If a paid holiday occurs during the scheduled vacation or approved sick leave time of an eligible employee, the day observed as a holiday shall not be subtracted from the employee's vacation or sick time entitlement.

**ARTICLE 13**  
**SENIORITY**

**Section 1**

Seniority shall mean an employee's length of continuous service with the Library in the bargaining unit, measured in calendar days from the first day the employee actually worked in the bargaining unit on or after the employee's most recent assignment to the bargaining unit;

provided that an employee who is temporarily transferred to a non-bargaining unit position for ninety (90) calendar days or less shall be deemed to have worked continuously in the bargaining unit for the period of temporary transfer. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose last four (4) digits of his/her Social Security number is the lowest number shall be deemed most senior.

## **Section 2**

New bargaining unit employees shall be considered probationary employees during their first ninety (90) calendar days of employment. They shall receive pay in accordance with the applicable salary schedule. Insurance benefits will be provided as soon as the employee is eligible in accordance with the insurance carrier's requirements. Other fringe benefits will begin after the first thirty (30) days of employment unless otherwise provided in this Agreement. No grievance filed by or on behalf of a probationary employee may be advanced to arbitration, except a claim that a probationary employee has not be paid properly in accordance with this Agreement and applicable law.

## **Section 3**

An employee who is regularly scheduled to work for less than thirty (30) hours per week is considered a part-time employee. Part-time employees shall accrue seniority on the basis of hours worked. Such seniority shall be calculated annually on the following schedule:

- An employee's total number of hours work in a fiscal year shall be divided by 2080 hours.
- If an employee moves from part-time to full-time, the employee's total number of hours will be divided by 2080 and assigned a corresponding seniority date.
- If an employee moves from full-time to part-time, the employee's total years of service shall be multiplied by 2080.

Part-time employees may exercise their seniority right only among other part-time employees while in part-time positions. When a part-time employee transfers to a full-time position, the employee will receive credit for service and seniority as provided herein and may exercise those rights as any other full-time employee.

## **Section 4**

The Library will provide the Union with an initial Seniority list within ten (10) days after the ratification of this contract, and thereafter annually by July 31. A copy will be given to the Union and posted on employees' bulletin boards containing only the person's name, job classification, employment dates, and accumulated seniority.

Each employee shall have the right to challenge the accuracy of the seniority reported for him/her in the first list posted after contract ratification for a period of sixty (60) days after posting, and for the annual list a period of thirty (30) days after posting. If the accuracy of the list shall not be challenged within the time limits above, it shall be conclusively presumed to be correct.

## **Section 5**

An employee who is transferred out of the bargaining unit shall continue to accumulate seniority for a twelve (12) month period. If the employee remains in the position outside the bargaining unit after twelve (12) months, he/she shall retain his/her seniority as long as he/she remains outside the bargaining unit. If the employee is transferred back to the bargaining unit by the Employer, including layoff, the employee may exercise his/her unit seniority credits only by first

applying to an unfilled vacancy in the last classification held in the bargaining unit, then to displace the employee with the least seniority in the last classification held in the bargaining unit, seniority permitting.

### **Section 6**

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- Discharge, retirement, or resignation;
- Absence of three (3) consecutive working days without notifying the Library;
- Failure to return to work after a leave of absence or use of a leave of absence for other than its intended purpose;
- Layoff for a period equal to their accrued seniority or five (5) years, whichever is less
- For employees hired after July 1, 2012, layoff for a period equal to their accrued seniority or twelve (12) months, whichever is less;
- Except for layoff, time lapse of twelve (12) months or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Library, regardless of reason;
- Failure to give notice of intent to return to work after recall within the time period specified in this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall, or loss of recall rights for any other reason.

Exceptions may be made for an employee producing convincing proof of inability to give notice.

## **ARTICLE 14 LAYOFF AND RECALL**

A layoff is a reduction in the bargaining unit workforce for reasons determined solely by the Library. A reduction in the number of hours in a workweek for some or all employees in a classification shall not constitute a layoff. Prior to layoff or reducing hours, the Library will consult with the Union as to the effect of the layoff or hour reduction.

if the Library deems it necessary to lay off employees the following layoff procedure will be followed provided that the remaining employees are presently qualified to perform the remaining work competently and efficiently:

- (1) Probationary employees in the affected classifications, part-time first then full-time.
- (2) Least senior part-time employee and so forth until no seniority part-time employees remain in the affected classification.
- (3) Least senior full-time employee and so forth in the affected classification.

An employee with seniority who receives a layoff notification shall be allowed to bump the least senior employee within the classification affected by the layoff. If the employee is not eligible to bump within the employee's classification, the employee may bump the least senior employee in another lower paid classification, provided that the employee is presently qualified to perform the required work competently and efficiently. When an employee wishes to exercise bumping rights, the employee must give three (3) calendar days, excluding holidays, notice to the Library Director. Part-time employees who receive notification of layoff have no right to bump full-time employees.

The Library agrees to give employees affected by a layoff seven (7) calendar days' advance notice, except under emergency circumstances. Written notice may be delivered at work or mailed by certified mail to employee's last known address on file with the Library. The Union shall be sent written notification of layoff at the time the affected employee is provided with written notice.

Recall to work from layoff for employees who have seniority with the Library shall be accomplished by recalling the employee with the greatest seniority as seniority is defined in this Agreement in any classification affected by the recall. However, the recalled employee must be presently qualified to perform the required work competently and efficiently.

The notification of recall shall be accomplished by letter sent certified mail to the employee's last known address. If an employee fails to report to work within fourteen (14) calendar days from the postmark on the certified letter notifying the employee of recall, the employee shall be considered a voluntary quit, unless excused for a reason satisfactory to the Library. The Library may grant an extension of up to fourteen (14) calendar days from the date of recall notification to return to work, upon written request from the employee to the Library Administration. It is the employee's responsibility to keep the employee's mailing address on file with the Library.

For the purposes of layoff and recall, the Library shall determine whether employees are qualified to perform work competently and efficiently by considering their education, training, experience, skills, abilities and official work record.

## **ARTICLE 15** **PAID TIME OFF**

### **A. Eligibility**

Full-time employees regularly scheduled to work forty (40) hours per week and part-time employees hired before July 1, 2012 or rehired from any recall list due to reduction in force prior to July 1, 2012, shall be eligible for paid time off. Part-time employees hired on or after July 1, 2012 shall be eligible for paid time off only as provided in this Article, Section I.

### **B. Vacation Leave**

#### **1. Accrual of Vacation Leave**

Vacation leave will be earned and credited every six months. One half of vacation leave will be awarded on July 1 and the balance will be awarded on January 1. No leave will be earned for any calendar month in which the employee has not worked at least eighty (80) hours; forty (40) hours for eligible part-time employees. For purposes of this section, time on a scheduled vacation and time on paid sick leave pursuant to this article will count as time worked. Employees hired between semi-annual accrual dates will be credited with vacation proportionate to the period from date of hire to the next vacation accrual date.

Vacation leave will be provided to full-time employees (forty [40] hours per week) consistent with their seniority as follows:

<u>Years of seniority</u>	<u>Semi-annual accumulation</u>	<u>Annual accumulation</u>
Less than 3 years	40 hours	80 hours
More than 3 years and less than 7 years	60 hours	120 hours
7 years or more	80 hours	160 hours

Vacation leave will be provided to eligible part-time employees at 50% of the rates above, consistent with their seniority.

Vacation leave of four hours or less will be charged as a half (1/2) day with four (4) hours deducted from the accumulated leave. Vacation leave in excess of four hours in one day will be charged as one (1) day of vacation, with eight (8) hours deducted from the leave.

Employees will be allowed to carry forward forty (40) hours of vacation on January 1 and forty (40) hours of vacation on July 1. Amounts in excess of forty (40) hours shall be forfeited unless a request in advance for approval for emergencies and special circumstances is received and approved by the Library Director after approval from the employee's supervisor.

Upon termination of employment, a non-discharged employee shall be paid for unused vacation not to exceed one week in addition to the semi-annual accumulation. If an employee terminates employment prior to the next accrual period, any vacation time taken in excess of the amount that would have been accrued on a monthly basis will be owed to the Library and deducted from the employee's last pay check.

## 2. Use of Vacation Leave

The use of vacation time is subject to the service needs of the Library and subject to the Library's approval. The Library may cancel previously approved vacations if necessary for public service. Such cancellations shall not be arbitrary nor capricious.

The Library will establish work rules and procedures for requesting vacation leave. Vacations not scheduled at least three months in advance may be scheduled thereafter on a first-come-first-served-basis. Multiple requests will be resolved on the basis of seniority where possible, subject to the Library's judgment of the required jobs and classifications needed for public service on the day requested.

## **C. Sick Leave**

### 1. Accrual of Sick Leave

Sick leave will be earned monthly, at the rate of eight (8) hours for each calendar month of employment for full-time employees and four (4) hours for eligible part-time employees. No leave will be earned for any calendar month in which the employee has not actually worked at least eighty (80) hours (forty [40] hours for part-time employees). For purposes of this

paragraph, compensatory time as defined in Article 19 or time on a scheduled vacation under this Article will be considered to be time worked.

Upon hire, the employee will be credited, in advance, the anticipated leave the employee will earn between the date of hire and the following June 30. Thereafter, an employee will be credited, in advance, with ninety-six (96) hours of sick leave (forty-eight [48] hours for part-time employees) on the first day of July each year with appropriate deductions for unearned but previously paid leave for the period ending the day previous (e.g., June 30).

Sick leave will accumulate without limit for employees hired prior to July 1, 2012. Full time employees hired on or after July 1, 2012 or rehired from any recall list due to reduction in force prior to July 1, 2012, may accumulate up to 135 days of unused sick leave.

## 2. Use of Sick Leave

When an employee is unable to report to work as assigned due to illness or injury, he or she should contact his or her administrator, supervisor or team leader prior to the beginning of each scheduled work day in accordance with work rules and procedures established by the Library. When the use of sick days extends beyond five (5) consecutive working days, the employee shall furnish the Library with a statement of attending physician.

An employee returning to work from sick leave after being under a doctor's care for a serious illness or injury shall submit the written approval of the doctor to return to work before the performance of any duties. In all cases in which the Library deems appropriate, the Library may require a return to work examination.

If the Library has reasonable cause to suspect that there is an abuse of paid time off for sick leave, or if there is a pattern of absences, or if there is a pattern of absences which results in extended weekend or holiday periods, the Library reserves the right to require proof of sickness or injury or any continuance thereof through a physician's certificate or other reasonable substantiation acceptable to the Library as a condition of receiving paid time off for sick leave. Any abuse of paid time off for sick leave shall be subject to disciplinary action up to and including discharge.

Sick leave may only be used in increments of four (4) hours. Employees are encouraged to schedule sick leave in advance when able to do so (e.g., for medical appointments that could not be scheduled during non-working hours).

Except at the sole discretion of the Library Director, an employee may not use sick leave for the first workday preceding or following a personal business leave, vacation day, or holiday. Sick leave may not be used by an employee while entitled to receive benefits under the LTD insurance set forth in Article 20.

Sick leave shall be allowed in the event of illness or injury in the employee's immediate family, as defined in this Article, subject to the approval of the Library Director. The use of sick leave for this purpose is subject to the same terms and conditions as apply to the use of sick leave for an employee's own illness or injury.

Upon termination of employment, if the employee has used more sick leave than he has earned under this Article, the value of such excess leave used will be deducted from the employee's pay check.

Upon termination of employment, an employee will be paid for unused sick leave only in accordance with Article 20 of this agreement.

#### **D. Personal Business Leave**

Personal business leave days are provided for business, professional and family obligations an employee regularly encounters which cannot be met outside of the employee's work day. On July 1 each year, employees will be credited with two (2) days (one [1] day for eligible part-time employees) of personal business leave. Any unused days of personal business leave from the prior year will be credited to the employee's accumulated sick leave.

Except in emergencies, application for paid personal business leave shall be made to the immediate supervisor at least two (2) days prior to the date of such leave in accordance with work rules and procedures established by the Library. The employee shall state in specific terms the reason for the leave request.

Except at the sole discretion of the Library Director, an employee may not use personal business leave for the first workday preceding or following a sick leave, vacation day, or holiday.

#### **E. Administrative Lave**

Administrative Leave days will be defined as days the Library may close for excessive snow, fire, flood, power failure, loss of water or other similar emergencies.

Liberal Leave is defined as the use of vacation or personal business days without an advance pre-approved request in writing.

Procedure: For any event the Library determines administrative leave time will be used, this time will be paid up to three (3) administrative leave days in a fiscal year. The administrative leave time is per "event" as determined by the Library and defined above.

If, for any event, administrative leave has not been announced as in the case of severe weather in which you are scheduled to work and are unable to report to work or must leave work, the Library will grant the employee individual liberal leave. Liberal leave means the employee will be allowed to use accrued vacation or personal business leave as described in this Article. The employee must follow the Library's call-in procedures and formally request liberal leave. Liberal leave will only be allowed in the case of severe weather and is at the Library's discretion. Liberal leave days can only be used in four (4) hour increments. Those who may need only 1-1/2 hours of liberal leave will be allowed to work through lunch, breaks or dinner to make up the time.

#### **F. Worker's Compensation**

Employees injured on the job may apply pro-rated paid time off to make up the difference between the employee's worker's compensation benefits received and the employee's regular gross earnings minus federal, state and local income tax, F.I.C.A. tax and retirement contributions. Payment will be made when the amount of the worker's compensation benefits are known and reported to the Library by the carrier.



**G. Jury Duty/Civil Leave**

An employee will be given time off with pay for jury duty or when serving as a non-party witness under subpoena or at the request of the Library in an action in which the Library is a party or the employee is a party if the action originates from performance of duties at the Library and the employee's interests are not adverse to the Library. Such pay shall be for the difference between the amount paid for jury duty service or witness fees, and the employee's current wage. No deduction will be made from the employee's accumulated paid time off for time taken pursuant to this paragraph.

**H. Definition of Immediate Family**

For purposes of this Article, immediate family shall include:

- Spouse (defined as legal spouse, domestic partner or significant other)
- employee's or spouse's sibling or step-sibling and his/her spouse,
- employee's or spouse's parent, step-parent, grandparent or step-grandparent
- employee's or spouse's child, step-child, grandchild or step-grandchild
- employee's foster child or parent
- any relative living in the employee's immediate household

**I. Paid Time Off for Part-Time Employees**

Part-time employees hired on or after July 1, 2012, shall receive a Paid Time Off (PTO) allowance. PTO will be earned monthly, at the rate of two (2) hours for each calendar month of employment. No leave will be earned for any calendar month in which **the employee** has not actually worked at least forty (40) hours.

Upon hire, the employee will be credited, in advance, the anticipated leave the employee will earn between the date of hire and the following June 30. Thereafter, an employee will be credited, in advance, with twenty-four (24) hours of PTO on the first day of July each year with appropriate deductions for unearned but previously paid leave for the period ending the day previous (e.g., June 30).

PTO can be used for the purposes set forth in this Article for sick leave, vacation leave, personal business leave, or bereavement leave. Use of PTO is subject to work rules and procedures established by the Library for the type of leave requested. PTO leave may only be used in increments of four (4) hours

PTO will not accumulate, and any unused PTO at June 30 will be forfeited. Upon termination of employment, an employee will not be paid for unused PTO. Upon termination of employment, if the employee has used more PTO than he has earned under this Article, the value of such excess leave used will be deducted from the employee's pay check.

**ARTICLE 16**  
**NO STRIKE — NO LOCKOUT**

The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee members, its members nor employees covered by this Agreement, will for any reason, directly or indirectly call, sanction, or engage in any strike, complete or partial, or in any complete or partial stoppage of work, walk-out, slow-down, sit-down, sick out,

stay-in, stay-out, boycott of a primary or secondary nature, refusal to perform assigned work, limitation or withholding of work, picketing, or any other activities that may result in any interference in any manner with the normal operations of the Library and the services provided by the Library. The Library agrees that during the term of this Agreement, it will not lock out any employees covered by this Agreement.

The Library reserves the sole right to discipline an employee or employees up to and including discharge for violating any of the provisions of this Article. Any appeal to the grievance and arbitration procedure shall be limited to the question of whether the employee or employees did, in fact, engage in conduct prohibited in this Article.

This Article is in addition to the provisions of Act No. 336, State of Michigan, Public Acts of 1947, as amended, which prohibits strikes and related action interfering with the normal operations and services of the Library and the full and proper performance of job duties by employees.

## **ARTICLE 17** **LEAVES OF ABSENCE WITHOUT PAY**

### **A. Military Leave**

An employee who is required to participate in annual military training programs or who is called up during short term civil or national emergencies, or who leaves work to serve in the military, will receive unpaid time off from work, as provided by federal law. Upon receiving your orders, you must immediately notify and make arrangements with your supervisor and provide copy of orders to your supervisor. No employees will be paid during their leave of absence.

### **B. Parental Leave**

All employees shall be granted a parental leave without pay at any time for purposes of childbirth or adoption for a period of up to three (3) months. The employee will present a certifying statement of birth or adoption to the Library Director as soon as possible once the date of birth or adoption is known.

### **C. Other Leaves Without Pay**

The Library Director may grant leaves of absence without pay in unusual or extenuating circumstances. Requests shall be submitted under Library procedures and shall be made at least fourteen (14) calendar days prior to the date of the leave.

To be eligible for a leave without pay, all other appropriate available leaves affording the employee with the right to be absent with pay under this Agreement must be exhausted (e.g., sick leave must be exhausted before requesting a medical leave and vacation days must be exhausted before requesting a leave for any reason).

A leave for medical reasons may be granted when an employee is ill and has exhausted paid sick leave. A leave of absence that qualifies an employee for long term disability under Article 20 of this Agreement is not subject to this paragraph. The employee must submit a doctor's statement indicating the need for a leave of absence and approximate

duration of the absence to the Library Director. Exceptions to this paragraph must be mutually agreed to by both parties or as otherwise required under state or federal law.

The Library will hold a position for an employee on an approved leave of absence for the first sixty (60) working days of such leave. The Library shall not be required to hold a position for an employee beyond the first sixty (60) working days on an approved leave of absence and it may be necessary to assign the employee to a different position upon his/her return. Upon returning from a leave, the employee will be placed in the first available vacancy in the employee's job description and classification. If no such vacancy exists, the employee will be placed into the first vacancy that becomes available in a lower-paid job description or classification in which the employee is presently qualified to perform the required work competently and efficiently.

**D. Family and Medical Leave Act Compliance**

It is the Library's policy to comply with state and federal law. The Parties agree and acknowledge that all leaves of absence taken under this Agreement are not required to comply with the Family and Medical Leave Act ("FMLA") because of the current number of employees working for the Library. Should the Library and an employee become eligible for leave under the FMLA during the term of this Agreement, the parties agree that the Library shall issue an FMLA policy which shall state that employees shall be required to utilize vacation time and paid personal/sick days in conjunction with medical or FMLA leaves of absence.

**E. Departure and Abandonment**

An employee granted a leave of absence shall return to regular duty on the first scheduled day following the expiration of the approved leave. If the employee fails to report to work at such time, this failure shall constitute a resignation of employment.

If an employee not on an approved leave fails to notify his/her immediate supervisor of his/her intended absence from work for more than three (3) work days, such failure shall constitute a resignation of employment, effective at the end of the third (31 work day).

Use of a leave of absence for a purpose other than that indicated shall be considered a resignation and the employee shall lose seniority.

Unless the employee has received advance written approval from the Library Director, the employee shall not accept other employment while on a leave of absence. Such unapproved employment shall be considered a resignation and the employee will lose seniority.

**F. Bereavement Leave**

Short leaves for personal business or bereavement may be used in minimum units of four (4) hours, but ordinarily not more than three (3) consecutive work days. Except in cases of emergency, two (2) days advance written approval of the Library Director is required. Such leave is conditioned upon the employee submitting proof of both the death of the deceased and the employee's relationship to the deceased.

The Library Director or designee may grant leave for the purpose of attending the funeral of a relative outside the immediate family, or a friend. These absences will be taken from sick

leave, personal business leave, or vacation leave. If an employee has none of these, the leave will be without pay.

**ARTICLE 18**  
**OVERTIME/COMPENSATORY TIME**

- A. Overtime is defined as hours worked in excess of forty (40) hours in a work week. For the purpose of determining hours worked, paid time off or unpaid time off and paid holidays shall not be considered hours worked.
- B. Employees shall work a reasonable amount of overtime when so directed by the Library Director or designee. Only the Library Director or designee can authorize overtime or compensatory time off.
- C. Overtime pay is at the rate of one and one half (1.5) times the employee's regular hourly rate of pay.
- D. In lieu of overtime pay the Library Director, after consultation with the employee, may authorize the accrual of compensatory time off. Compensatory time off will be provided at the rate of one and a half (1.5) hours for each overtime hour and may be accrued to a maximum of 40 hours of compensatory time off. The Library Director or designee is responsible for maintaining a record of accrued compensatory time. An employee will be permitted to use compensatory time so long as it does not unduly disrupt the Library's operations. Upon termination for any reason, an employee will be paid for any accrued but unused compensatory time.

**ARTICLE 19**  
**FRINGE BENEFITS**

**A. Eligibility**

Full-time employees regularly scheduled to work forty (40) hours per week and part-time employees hired before July 1, 2012, or rehired from any recall list due to reduction in force prior to July 1, 2012, shall be eligible for benefits.

**B. Medical Benefit Program**

The Library shall make available a group medical/hospitalization program or programs for full time employees and their dependents and to part-time employees hired before July 1, 2012, and their dependents by offering a plan or plans that shall include dental and vision benefits, provided the "insured" does not have any hospitalization and medical benefits provided by another plan. The Library reserves the right to determine the method of providing the group benefit program(s), including benefit levels and including the right to establish or participate in self-insured, self-funded, preferred provider, pooled plan or other managed care systems or arrangements, the right to select third-party administrators and the right to select any insurance carrier(s).

When the Library decides to change plans or insurance carriers, it will provide at least ten (10) calendar days advance written notice to the Union prior to such change. During this notice period, if the Union wishes to discuss the pending changes, the parties will arrange a mutually agreeable date for such purpose.

The Library shall comply with the requirements of P.A. 152 of 2011 and employees will be required to contribute in accordance with the election made by the Library.

The Library will provide fifty percent (50%) of the monthly premium for these benefits to eligible part-time employees who provide the remainder of the monthly premium.

Benefits will begin for new employees the first day of the month on or after the successful completion of the first thirty (30) days of the probationary period. Unless otherwise provided by law, benefits will cease effective the last day of the month the employee's services cease, including layoff. An employee on a leave of absence with full pay shall continue to receive benefits.

If an employee opts out of the Library-provided insurance by January 31, the employee will receive one-thousand dollars (\$1,000) (fifty percent [50%] for eligible part-time employees) payable the last pay date of the calendar year. The employee who elects to opt out will provide the Library with proof of health insurance coverage in order to be eligible for this benefit.

**C. Life Insurance**

Full-time employees will be provided Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of Twenty-five Thousand Dollars (\$25,000.00) upon death and in the event of accidental death, a sum not less than two times that amount. Eligible part-time employees shall be entitled to one-half the amounts set forth above.

**D. Pension Plan, Terminal Leave, and Unused Sick Leave**

1. Pension Plan

All eligible employees hired before July 1, 2000 will continue to be covered by the Public School Employees Retirement Act (Act 135, P.A. 1945; as amended by Act 244, P.A. 1974, and as may otherwise be amended). Issues concerning any matter under this plan shall not be subject to Article 8, Grievance Procedure.

All eligible full-time employees hired on or after July 1, 2000, will be covered by a defined benefit pension plan by the Municipal Employees' Retirement System of Michigan (M.E.R.S.) as adopted with Resolution #02-71 by the Board of Trustees of the Flint Public Library. Eligible part-time employees hired on or after July 1, 2000 and before July 1, 2012, or rehired from any recall list due to reduction in force prior to July 1, 2012, will be covered by the same M.E.R.S. plan.

2. Terminal Leave

Terminal leave, including payment for unused sick leave, shall not apply to any employee hired on or after July 1, 2012, excluding those employees rehired from any recall list due to reduction in force prior to July 1, 2012.

All full-time employees hired before July 1, 2012, or rehired from any recall list due to reduction in force prior to July 1, 2012, who retire at any time, if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act (MPERS) or Municipal Employees' Retirement System of Michigan (MERS), and further, have at least fifteen (15) years of service with the Flint Public Library, shall receive one hundred fifteen (\$115) dollars per year of service.

In order to qualify for a year of service toward eligibility for terminal leave benefits, an employee must have been hired before July 1 2012 and be assigned to a full-time permanent position. Service credit shall accrue to an employee only during a period of active employment except that an employee shall accrue service credit during the period of an employee's earned sick leave and vacation allowance. Employees who resign and are subsequently rehired shall lose all prior credit earned.

A part-time employee hired before July 1, 2012 or rehired from a recall list due to a reduction in force prior to July 1, 2012, after completion of fifteen (15) contractual years, will qualify for terminal leave benefits at half of this rate.

3. Unused Sick Leave

All full-time employees hired before July 1, 2012, or rehired from any recall list due to reduction in force prior to July 1, 2012, who retire at any time, if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act (MPSERS) or Municipal Employees' Retirement System of Michigan (MERS), shall be paid an additional amount for unused sick leave as follows:

1 to 50 days inclusive:	full daily rate
50 to 100 days inclusive:	one-half daily rate

Any unused sick leave in excess of 100 days shall be forfeited.

**D. Health Care Savings Plan**

The Library has instituted a post-employment health care savings plan for eligible full-time and part-time union employees hired after June 30, 2000 and covered by the Municipal Employees' Retirement System of Michigan (M.E.R.S.) pension plan. The Library will contribute 1% of gross wages to be remitted to M.E.R.S. on a monthly basis for employees who reach five (5) years of service beginning July 1, 2000. These contributions will be credited to individual employee accounts and will accumulate tax free for reimbursement of medical expenses and/or health insurance premiums after termination of service from the Library.

**E. Disability Insurance**

The Library shall provide, without cost, to each eligible employee a long-term disability insurance plan which provides them with 66 2/3% (sixty-six and two-thirds percent) of their daily salary after they have been totally and continuously disabled for 30 consecutive, paid, scheduled, working days due to an accident or other serious illness for a period not to exceed two (2) of their regularly scheduled working years. It is understood that employees qualifying under the terms and conditions of the Library's long-term disability program will be placed on a leave of absence and will not have the option of pro-rating accrued sick days while drawing benefits under the aforementioned program.

**ARTICLE 20**  
**SHORT-TERM ASSIGNMENTS**

Short term assignment of some or all duties or performance responsibilities ordinarily associated with one job classification to an employee in another classification is not a "transfer" nor a violation of this Agreement. The parties acknowledge that such assignments may be appropriate to maintain the quality of Library service to the community. An employee temporarily assigned to substantially all the job duties or performance responsibilities of a position in a different job classification shall receive the higher rate of pay of the two classifications for the hours or fractions of hours worked in that classification, as calculated on the current step level of the employee. Time worked in each classification will be tracked by the employee as directed by work rules and procedures established by management.

**ARTICLE 21**  
**VACANCIES**

When the Library creates a new position or a vacancy occurs in an existing position which the Library intends to fill, it will solicit the interest in a voluntary change by existing employees in the appropriate classification. This shall be done through email describing the position and allowing for not less than seven (7) calendar days for employees to respond. The Library will consider all responses but reserves the right to post the position outside the Library for consideration of both existing employees and outside candidates for the vacant position. .

All positions will be filled based on the Library's evaluation of the qualifications, abilities, training, work record, and seniority of the applicants. Part-time employees who have been reduced from full-time by the Library shall be given first opportunities at any vacancies within their current or lower-paid classifications provided that they are qualified and have work experience commensurate with other candidates for the vacant position.

An employee who changes job position (e.g., job description) or classification (e.g., promotion) to fill a vacancy shall serve a thirty (30) calendar day trial period. During the trial period, the employee may be returned from whence the employee came at the request of either the employee or the Library. A trial period removal by the Library shall not be arbitrary nor capricious. In the event the Library returns an employee to the employee's former position within the thirty (30) day trial period, the Library will participate in a Special Conference at the Union's request.

**ARTICLE 22**  
**NEW CLASSIFICATIONS AND RATES OF PAY**

**Section 1**

Rates of pay for existing job classifications in effect for the duration of this Agreement are set forth in Attachment A.

Existing job classifications are listed in Attachment A.

**Section 2**

When a new position is created which is to be placed in the bargaining unit, the Library will notify the Union before establishing the classification and rate of pay. In the event the Union does not agree with the proposed classification or pay rate it shall so notify the Library within seven (7) days. No person shall be hired or assigned to the new classification or pay rate until the parties shall have attempted to negotiate in good faith during the ensuing fourteen (14) days.

If no agreement is reached during such fourteen (14) day period, the Library may establish the classification and pay rate in accordance with its last best offer during the negotiations.

The establishment of new job classifications and pay rates shall not be subject to the grievance procedures or arbitration but shall be subject to negotiation as specified in this Article.

**Section 3**

Service Increment will be paid as provided in this section. Employees who are receiving a regular pay check when the service increment is paid, shall be paid an annual service increment as follows:

- A. Upon completion of ten (10) years of service through the completion of thirteen (13) years of service: Six hundred seventy-four dollars (\$674.00).
- B. Upon completion of fourteen (14) years of service through the completion of eighteen (18) years of service: Seven hundred fifty-one dollars (\$751.00).
- C. Upon completion of nineteen (19) years of service through the completion of twenty-three (23) years of service: Eight hundred twenty-nine dollars (\$829.00).
- D. Upon completion of twenty-four (24) years of service or beyond: Nine hundred six dollars (\$906.00).

Years of service will be based on seniority. The service increment payment will be included in the first pay check in December. Attainment of the required service will be determined as of the end of the payroll period in which the service increment is paid.

New employees hired on or after July 1, 2012 will not be eligible for the service increment, excluding those employees rehired from any **recall** list due to reductions in force prior to July 1, 2012.

**ARTICLE 23**  
**RULE AND REGULATIONS**

The Library may make such work rules and regulations not in conflict with this Agreement as it deems appropriate for the purpose of maintaining order, efficiency, or safety of the Library's operations. Upon the request of either party a special conference will be held to discuss the changes or new rule or regulation.

**ARTICLE 24**  
**GENERAL AND MISCELLANEOUS**

**Internal Mail**

Union representatives and members of the bargaining unit shall have the right to use the inter-organizational mail system including electronic mail for distribution and information to members of the bargaining unit. All materials distributed through the inter-organizational mail system under this provision shall be in sealed envelopes clearly labeled "Union Material" and bear the name of the sender and the intended recipient on the outside of the envelope.



### **Bulletin Boards**

Employees are responsible for checking and reading all Library posted materials. Materials so posted by the Library shall be conclusively presumed to have been read by employees and, accordingly, employees shall be conclusively presumed to be on notice regarding such posted materials.

The Union may post on staff bulletin boards in the Library information concerning Union business. The Union and its members shall be permitted use of the staff bulletin board, provided that all such information and material is identified with the organization's or the author's name. The Union shall be allowed to distribute informational materials before or after work to its members provided all informational material is identified with the organization's or the author's name.

### **Mileage Reimbursement**

Bargaining unit workers, if required by the Library to travel in a privately-owned vehicle on Library business, will be reimbursed therefore at the maximum rate allowed by the Internal Revenue Services as free of tax. Bargaining unit workers will provide a copy of their valid driver's license and proof of automobile insurance policy currently in effect January of each year to the Business Office to receive reimbursement.

### **Health and Safety**

The Library and Union will subscribe to principles of good health and safe operations. Issues of health and safety may be brought to a special conference as provided in Article 12.

### **Informal/Open Door**

Employees may request to meet with the Library Director or otherwise communicate with the Library Director about matters of concern or mutual interest, with or without the participation of a Union representative. No resolution of such concerns shall violate the provisions of this Agreement.

### **Compliance with P.A. 436 of 2012**

Consistent with Michigan law, an Emergency Manager appointed under the Local Financial Stability and Choice Act, P.A. 436 of 2012, may reject, modify, or terminate one or more provisions of this Agreement as provided for under P.A. 436 of 2012.

Should P.A. 436 of 2012 be repealed, amended, modified or judicially limited, this provision is limited or unenforceable consistent with such act.

## **ARTICLE 25** **DURATION OF AGREEMENT**

### **Section 1**

This agreement shall become effective as of the date it is signed by the authorized representatives of the Library and Union after appropriate ratification. All other provisions become effective as of the date of signature and are to be implemented as soon thereafter as possible.

### **Section 2**

This agreement shall continue in full force and effect until 11:59 pm on June 30, 2023 at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree from time to time. Notice of intent to negotiate a successor agreement shall be given no later than January 1 of the final year of this agreement.

Signature Page

In witness whereof, the parties have hereto set their hands this September 09, 2020

For the Union: SEIU Local 517M

Carl Bryant  
Cheryl Williams  
Autumn Zuniga

For the Employer: Flint Public Library

Kathryn L. Schwarz  
Donna Palmer  
\_\_\_\_\_

Attachment A

<b>Grade 2</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
FY 21	\$ 12.35	\$ 12.72	\$ 13.59	\$ 14.24	\$ 15.07	\$ 15.87
FY 22	\$ 12.47	\$ 12.84	\$ 13.72	\$ 14.38	\$ 15.22	\$ 16.02
FY 23	\$ 12.60	\$ 12.97	\$ 13.86	\$ 14.52	\$ 15.37	\$ 16.18
<b>Grade 3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
FY 21	\$ 12.35	\$ 12.72	\$ 13.59	\$ 14.24	\$ 15.07	\$ 15.87
FY 22	\$ 12.47	\$ 12.84	\$ 13.72	\$ 14.38	\$ 15.22	\$ 16.02
FY 23	\$ 12.60	\$ 12.97	\$ 13.86	\$ 14.52	\$ 15.37	\$ 16.18