

AGREEMENT  
BETWEEN  
HACKLEY PUBLIC LIBRARY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 517M

July 1, 2018 through June 30, 2021

HACKLEY PUBLIC LIBRARY

- And -

SEIU LOCAL 517M

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# HACKLEY PUBLIC LIBRARY

- And -

SEIU LOCAL 517M

## AGREEMENT

This Agreement is entered into effective July 1, 2018, by and between Hackley Public Library (hereinafter referred to as the “Employer or “Library”) and the Service Employees International Union Local 517M (hereinafter referred to as the “Union”). The parties have negotiated the terms and conditions of this Agreement as set forth in the following Articles.

### PURPOSE AND INTENT

It is the purpose and intent of the parties to this Agreement for this contract to promote mutual cooperation and further the welfare of the Hackley Public Library and its employees; insure a spirit of confidence and cooperation between the Employer and employees; provide for a disposition of grievances and to improve the efficiency of Library services by striving for excellence.

### ARTICLE 1 RECOGNITION

1.1 Pursuant to and in accordance with Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining representative for the following:

All full-time and regular part-time clerks, custodians, librarian assistant, technology assistant(s) and nonsupervisory librarians. Excluding administrative assistants, business manager, department head librarians, circulation manager, head custodian, technology manager(s), pages, security officials and all other persons.

1.2 The term “Employee” or “Employees” when used in this Agreement shall mean only those described and included in Section 1.1 of this Article and shall also exclude: students hired on a cooperative basis with education programs; casual or irregular part-time persons; persons hired as a part of any governmental employment program with special funding; agency persons; and, seasonal persons to cover for paid time off (PTO) periods.

1.3 The parties agree that the duties of Employees overlap and are interrelated and that employees with other duties commonly fill-in for or backup other employees. It is further recognized and agreed that the work of bargaining unit employees is often identical or similar to or overlaps the work of supervisors, managers and other non-bargaining unit employees. Nothing in this Agreement shall be construed to interfere with the continued efficient operations of the Library.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Union agrees that the Employer shall have the exclusive right to:

(a) Determine the size and location of its Library and any branches and buildings and the material, information, data, systems and procedures to be utilized and the scope and use of all resulting materials and work products.

(b) Determine the kinds and uses of all machines, equipment and office tools and the placement, transfer and discontinuance of their uses and locations.

(c) Make all financial decisions including, but not limited to, the setting, fixing, levying, collection and administration and control of all monetary funds, from any source, the financing and borrowing of capital and the merger, consolidation or reorganization of the Library, together with the right to maintain the financial books and records in such confidence as is permitted by law and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to the Board of Trustees and to government bodies requiring financial reports.

(d) Determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.

2.2 The Union further agrees that, except as expressly restricted by this Agreement and applicable laws, the Employer retains the right to manage the affairs of the Library and to direct the working forces of the Library including, but not limited to:

(a) Determine the methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the type of equipment and the sequence of the processes. In the event subcontracting of work would result in a layoff of a bargaining unit employee or a substantial reduction in hours, the Library will provide the Union with advance notice and opportunity to discuss the subcontracting and explore alternatives before implementation.

(b) Determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.

(c) Maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline. The union reserves the right to question through the grievance procedure the reasonableness of the new rule.

(d) Generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to suspend or otherwise discipline, demote, suspend and discharge employees for just cause, to promote employees or transfer them, to assign them to particular jobs or shifts, to determine the amount of work needed, the content of the job and the classification and the assignment of duties to a particular classification and changes therein, and to lay employees off for lack of work or for other proper

or legitimate reason, and to determine productivity or service standards and the quality and quantity of work to be produced, and to make such time or cost studies as it shall require in connection therewith.

### ARTICLE 3 UNION SECURITY AND CHECK-OFF

3.1 The Parties agree to comply with the Michigan Right to Work Law, Public Act No. 348. Upon the receipt of a written authorization from an employee (who works ten (10) hours or more per week), the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union by registered mail during the period of ten (10) days immediately succeeding the annual anniversary date of the employee's authorization.

3.2 During the life of this Agreement, the Employer agrees to deduct Union membership dues or a service fee, as set forth in Section 3.1, from the pay of each employee who voluntarily executes the dues checkoff/service fee form provided by the Union. The Library agrees to deduct such Union dues and service fees and remit them to the Secretary Treasurer of Service Employees International Union, Local 517M, AFL-CIO, prior to the end of each month.

3.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer in making payroll deductions as herein above defined. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

3.4 There shall be no collection of dues, assessments or fines by the Union during working hours on Library premises.

3.5 Any employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or any other grounds for loss of seniority provided for in this Agreement shall cease to be subject to the checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was broken.

3.6 The Employer will furnish the Union with an alphabetical checkoff list in duplicate each month, indicating the amount due for each employee. After thirty (30) days, the Employer shall add to this list the names and addresses of any new employees whose names do not appear on the checkoff list. One copy of this list shall be returned with the stipulated amount to the offices of the Union prior to the end of the month in which the deductions are made.

3.7 The Employer agrees to deduct and transmit contributions to SEIU COPE, each pay period, from the wages of those employees who voluntarily authorize such contributions on the form provided for the purpose by SEIU Local 517M. Those transmittals shall occur each pay

period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

#### ARTICLE 4 UNION REPRESENTATION

4.1 All employees who are covered by this Agreement shall be represented for the purpose of negotiations by a Bargaining Committee to a maximum of three (3) employees and for purposes of contract administration by two (2) Stewards and one (1) alternate. All Committee persons, alternate(s) and the Steward must have completed their probationary period. The Union may also designate one (1) alternate Committee person.

4.2 The Union shall provide the Employer with the names of the Bargaining Committee, alternate(s) and Steward and update the Employer when changes are made.

4.3 The Union steward will be permitted to conduct official Union business on Library premises at reasonable times, upon notice to the Employer, provided that this shall not interfere with or interrupt normal operations of the Library.

4.4 The Employer shall provide released time from work for the Bargaining Committee for all negotiating sessions mutually scheduled by the Union and the Employer and for the Steward for all grievance meetings jointly scheduled.

#### ARTICLE 5 GRIEVANCE PROCEDURE

5.1 A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. A grievance may be filed by an employee or a group of employees. Group grievances may be initiated at Step Three.

In computing the time limits below, Saturday, Sunday and Holidays are excluded.

All unsettled grievances, as defined above, shall be subject to the following procedure:

Step One: An employee having a grievance shall present it orally to his/her immediate supervisor or any appropriate Library manager. The employee may be accompanied by his/her Steward if they so desire. The immediate supervisor or manager shall give his/her answer to the employee within five (5) working days after presentation. If the grievance is not resolved orally it may be moved to Step Two.

Step Two: The employee having a grievance shall reduce it to writing and file the original with the Employer, with a copy to the Union, within ten (10) working days of the event upon which it is based. The employee and Union Steward shall attempt to settle the grievance with the Library Director. The Library Director or his/her designee shall give his/her written answer to the employee and Union steward within ten (10) working days of this meeting. If the grievance is not satisfactorily settled within ten (10) working days of the written answer it may be moved to Step Three.

Step Three: The Steward, employee and the Union Representative, shall take the matter up with the Library Director within ten (10) working days of the Director's written answer. The Library Director shall give his/her written answer within ten (10) days. If satisfactory settlement is not reached in twenty (20) working days, it may be moved to Step Four or Step Five.

Step Four: Mediation may be initiated by either party utilizing a mediator from the Michigan Employment Relations Commission or Federal Mediation and Conciliation Service. In the event mediation is utilized, the time limits for arbitration shall commence upon the date of termination of the mediation procedure. The mediation is nonbinding. All notices of intent to mediate or arbitrate shall be in writing.

Step Five: The Union or Employer may request advisory arbitration by written notice to the other party no later than thirty (30) work days following the Director's answer in Step Three, whether or not mediation has been initiated. If a timely request for arbitration has been filed, the parties shall within fifteen (15) workdays select an arbitrator from the following list. The parties will alternate striking one name from the following list until one name remains with the sequence of striking determined by a coin toss. The list shall consist of the following:

1. Joe Girolamo
2. Mark Glazer
3. Paul Glendon
4. Ildiko Knott
5. Thomas Gravele

If the parties mutually agree that any of the above are no longer able to serve as an arbitrator, the name will be replaced from the list of alternates in the following order:

Alternates:

1. Mario Chiesa
2. Kathryn Van Dagens

5.2 The decision of the arbitrator will be advisory only. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of this Agreement.

5.3 The cost of arbitration shall be shared equally by the Employer and the Union.

5.4 The Employer shall provide the Union, on the effective date of this Agreement, and immediately thereafter upon the effectuating any changes therein, the names of the appointed representative of the Employer to whom grievances are to be directed, pursuant to the steps outlined in Section 1 of this Article.

5.5 Any grievance concerning a discharge or unpaid suspension may be initiated at Step 3 within the time limits of ten (10) days set forth in Step 2.

5.6 Any grievance not timely initiated or taken to the next step shall be considered void or settled on the basis of the Employer's last answer and any failure on the part of the Employer to timely reply shall cause an automatic appeal to the next step except Step Five.

#### ARTICLE 6 DISCHARGE AND SUSPENSION

6.1 The parties acknowledge that the Employer has the right to establish reasonable work rules.

6.2 The Employer agrees, as soon as reasonably possible upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension.

6.3 Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be filed at Step 3 of the grievance procedure within ten (10) working days of the written notice of suspension or discharge.

6.4 The above shall not apply to a probationary employee who may be disciplined, suspended, discharged or otherwise terminated without cause and without recourse to the grievance procedure.

#### ARTICLE 7 BULLETIN BOARD

7.1 The Employer will furnish a bulletin board to be used by the Union, to post notices of Union meetings, Union elections, and recreational and social activities.

#### ARTICLE 8 NO STRIKE OR LOCKOUT

8.1 During the term of this Agreement, the Employer agrees there will be no lockout, and the Union agrees on behalf itself and the employees represented by it, that there will be no concerted absence from work, cessation, or interruption of work, slowdown, strike, sympathy strike, boycott, or any type of organized or concerted interferences, express or implied, direct or indirect, with the Employer's business or abstinence from the full, faithful and proper performance of their duties. The Union further agrees that should any such acts be committed by any employee or employees, it will openly and publicly denounce and discourage such acts.

8.2 The Employer shall have the right to take disciplinary action, including discharge, against any employee who may engage in any of the conduct described in the above paragraph.

#### ARTICLE 9 SENIORITY

9.1 Seniority Defined. For employees hired by the Hackley Public Library after November 20, 2002, seniority is defined as the length of continuous service with the Hackley Public Library.

On or before the date of execution of this Agreement, the parties shall agree upon a seniority list, which thereafter shall not be subject to any complaint or grievance except as employees may be added to or removed from the list pursuant to this Agreement. The list will include employees hired by or transferred to the Library on or before November 20, 2002. The Employer will update the seniority list periodically.

9.2 Probationary Period. Employees covered by this Agreement shall be placed on a seniority list after they have completed their probationary period. During the first one hundred twenty (120) calendar days of employment, employees are considered to be on probation. The Employer shall not be required to reemploy any employee who has been laid off, discharged or otherwise terminated during the probationary period, and such actions are without recourse to the grievance procedure.

The Employer may extend an employee's probationary period for a time not to exceed forty-five (45) calendar days. The Library will provide the Union with notice of the extension.

9.3 Loss of Seniority. An employee shall lose all seniority rights and employment will cease for any of the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged for just cause;
- (c) If the employee is absent from work for three (3) consecutive work days that he/she is scheduled to work without properly notifying the Employer;
- (d) If the employee fails to report for work at the expiration of a leave of absence;
- (e) If an employee fails to report for work within ten (10) work days after notice of recall. Notification by certified mail at the employee's last address on file with the Employer shall be considered sufficient notice;
- (f) If a full-time employee is off the active payroll by reason of layoff for the length of his/her seniority, or one (1) year, whichever is less.

9.4 Transfer In and Out of Unit.

(a) Any employee who accepts a position with the Employer outside the bargaining unit after November 20, 2002 shall retain seniority, but not accumulate seniority, following such transfer. Any return to the unit will be to an open position and only if qualified with the consent of the Employer.

(b) The Union shall have no jurisdiction over any individual that has transferred out of the bargaining unit, and any Employer decision, such as discharge, discipline, transfer, promotion or demotion, shall be in its sole discretion.

9.5 In the event two (2) or more bargaining unit employees have the same seniority date, seniority among these individuals will be determined by the last four digits of their social security numbers in descending order.

#### ARTICLE 10 TEMPORARY TRANSFERS AND HIRING

10.1 The Employer reserves the right to make temporary transfers to fill in for temporary absences or to cover for additional work loads as may from time to time be necessary to a different job, classification, location or shift. During a temporary transfer of two (2) consecutive workdays or more, the employee will be paid their current rate of pay or the lowest step rate of pay of the job assigned, whichever is higher.

10.2 The Employer reserves the right to hire temporary employees, including agency employees. Such temporary hires or agency employees shall not come under the terms of this Agreement.

#### ARTICLE 11 OVERTIME

11.1 Overtime will be paid at the rate of time and one-half (1 ½) the employees regular rate of pay for all hours worked in excess of forty (40) in a workweek. The Employer reserves the right to select or change the duration of payroll periods, provided that employees receive a paycheck every two (2) weeks.

11.2 Overtime must be authorized in advance. The Employer has the right to require employees to work overtime.

11.3 There shall be no pyramiding of the overtime and/or premium pay provided for under this Article.

11.4 The Employer may use compensatory time off in lieu of overtime compensation for hours worked beyond forty (40) in a workweek in accordance with the requirements of applicable law. All overtime and compensatory time off must be approved by the Library Director.

#### ARTICLE 12 VACANCIES AND PROMOTIONS

12.1 A vacancy is defined to mean any permanent job opening in the bargaining unit caused by a new job or by a quit, termination, death, retirement or other absence in excess of ninety (90) consecutive calendar days, which the Employer intends to fill. Vacancies caused by leaves of absence granted for paid time off (PTO), illness or maternity or which arise on an emergency basis may be filled by temporary transfers or hires.

12.2 After the Employer's decision to fill the vacancy, the vacancy shall be posted on designated bulletin board(s) and filed in the Business Office. Employees who bid on such

vacancies shall so indicate in writing in the Business Office, within seven (7) calendar days of the date of the posting.

12.3 Any interested Library employee may apply for the vacancy. Non-employee applicants may be considered at the same time for professional and technology vacancies in the bargaining unit. Non-Employee applicants may not be considered for other bargaining unit vacancies unless no bargaining unit employee applies for or is qualified for the vacancy. The vacancy shall be awarded to the most qualified applicant. In the event qualifications are equal as determined by the employer, bargaining unit seniority shall prevail.

Applicants will be reviewed according to their experience, training, educational background, applicable test results, demonstrated skills and further taking into account the employee's discipline, evaluation and work record. The review shall be uniformly administered among the applicants.

12.4 The Employer may refuse to consider any employee for the vacancy/promotion who has been awarded a posted job within the previous six (6) months.

12.5 An employee who has been awarded a posted job will have a trial period of ten (10) working days during which the employee may be disqualified by the Employer, or may disqualify him/herself. If the employee is disqualified by the Employer or him/herself, they shall return to their former position.

### ARTICLE 13 HOURS OF WORK

#### 13.1 Definitions.

(a) Full-time Employees are those who are regularly scheduled to work at least thirty-five (35) hours per week.

(b) Part-time "A" Employees are those who are regularly scheduled to work at least twenty (20) but less than thirty-five (35) hours of work per week.

(c) Part-time "B" Employees are those who are regularly scheduled to work nineteen (19) hours or less per week.

13.2 Employees will be paid bi-weekly, subject to Article 22, Section 3.

13.3 Breaks and Meal Periods. Employees working at least eight (8) consecutive hours will receive two fifteen (15) minute breaks. Employees working four or more consecutive hours, but less than eight (8) hours, will receive one fifteen (15) minute break. Employees working less than four (4) consecutive hours are not entitled to a paid break period.

In addition, employees working five (5) or more consecutive hours will receive one (1) hour unpaid meal period. Employees who work less than five (5) consecutive hours may request an unpaid meal period, and in addition, any employee who receives a meal period may request a

one-half (1/2) hour unpaid meal period (rather than one (1) hour unpaid) . All such requests may be granted, subject to the scheduling and operational needs of the Library.

All breaks and meal periods will be scheduled by supervision.

The night custodian working five (5) or more consecutive hours is entitled to a one-half (1/2) hour paid meal period but is required to stay on library premises.

13.4 Hours of Work. Employees hired prior to July 1, 2010 will not be required to work seven (7) days in a workweek.

#### ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT

14.1 The parties agree to abide by all provisions of applicable federal or state equal opportunity employment laws and regulations, and the Library equal opportunity policy in applying the provisions of this Agreement to the extent required by such federal or state laws.

#### ARTICLE 15 LONGEVITY

15.1 Full time, Part Time A and Part Time B bargaining unit employees will be eligible for annual longevity pay. Longevity will be paid based on steps, including years of experience that may be credited to the employee as determined at the date of hire (anniversary date). For employees employed by the Library before March 1, 2002, their date of hire is the date they were hired by Muskegon Public Schools and the Step is the one determined by the Muskegon Public Schools.

Longevity will be paid in a lump sum payment, less required deductions and withholdings and will be paid the first pay period of the month of the eligible employee's anniversary date.

Part time employees will receive one half credit for every year worked. Longevity payments are the same for all classifications of employees. Employees who have been granted longevity eligibility prior to October 1, 2015 will retain their longevity eligibility.

Longevity will be paid in a lump sum payment, less required deductions and withholdings, and will be paid the first pay period of the month of the eligible employee's anniversary date.

The longevity payment schedule is:

13 or more years	\$1,204
19 or more years	\$1,962
24 or more years	\$3,206
29 or more years	\$4,216
34 or more years	\$4,965

ARTICLE 16 PAID TIME OFF (“PTO”)

16.1 Paid Time Off. Paid Time Off (“PTO”) provides Full Time and Part Time A employees with an entitlement of time away from work with pay. PTO time may be used for vacation, personal time, bereavement, illness or time off to care for dependents. PTO must be scheduled in advance and approved by your supervisor and the Library Director, except in cases of unforeseeable illness or emergency. PTO cannot be used during the probationary period except for illness or emergency situations approved by the Library Director. PTO does not cover/include time off for jury duty and witness duty leave, Section 17.1, Leaves of Absence described in Section 21 or Military Leaves of Absence described in Section 19. The PTO program includes vacation, sick and paid personal hours.

Full Time Clerks and Custodians

<u>Length of Service as of July 1</u>	<u>Annual / Maximum PTO</u>
Three (3) months through six (6) years	200 hours
Seven (7) years through twelve (12) years	232 hours
Thirteen (13) years through nineteen (19) years	272 hours
Twenty (20) years through twenty-four (24) years	292 hours
Twenty-five (25) years and more	312 hours

Full Time Librarians

<u>Length of Service as of July 1</u>	<u>Annual / Maximum PTO</u>
Three (3) months through nineteen (19) years	272 hours
Twenty (20) years through twenty-four (24) years	292 hours
Twenty-five (25) years and more	312 hours

### Part Time A Employees

A. PTO time for Part Time A hourly employees shall be pro-rated as a percentage of regular (40 hours per week) full time hours for those job classifications as follows:

<u>Regular Schedule</u>	<u>Percentage of F.T. Hours</u>	<u>Regular Schedule</u>	<u>Percentage of F.T. Hours</u>
20 hrs./wk. =	50%	30 hrs./wk. =	75%
21 hrs./wk. =	53%	31 hrs./wk. =	78%
22 hrs./wk. =	55%	32 hrs./wk. =	80%
23 hrs./wk. =	58%	33 hrs./wk. =	83%
24 hrs./wk. =	60%	34 hrs./wk. =	85%
25 hrs./wk. =	63%	35 hrs./wk. =	100%
26 hrs./wk. =	65%	or more	
27 hrs./wk. =	68%		
28 hrs./wk. =	70%		
29 hrs./wk. =	73%		

B. PTO for Part Time A Librarians shall be pro-rated as a percentage of regular (38 hours per week) full time hours for those job classifications as follows:

<u>Regular Schedule</u>	<u>Percentage of F. T. Hours</u>	<u>Regular Schedule</u>	<u>Percentage of F.T. Hours</u>
20 hrs./wk. =	53%	30 hrs./wk. =	79%
21 hrs./wk. =	55%	31 hrs./wk. =	82%
22 hrs./wk. =	58%	32 hrs./wk. =	84%
23 hrs./wk. =	61%	33 hrs./wk. =	87%
24 hrs./wk. =	63%	34 hrs./wk. =	89%
25 hrs./wk. =	66%	35 hrs./wk. =	100%
26 hrs./wk. =	68%	or more	
27 hrs./wk. =	71%		
28 hrs./wk. =	74%		
29 hrs./wk. =	76%		

16.2 Carry Over of Paid Time Off. Earned, unused PTO may be carried over into the employees sick leave bank at the end of the fiscal year, provided the amount carried over plus any prior accrued or carry over shall never exceed 520 hours. When supported by a written doctor's statement, sick leave bank hours can be used for employee illness, family member illness, or emergency purposes.

16.3 Notification/Return to Work. Employees who are unable to report to work for any reason must notify their direct supervisor or designee at least one (1) hour before the start of the employee's scheduled work day. The direct supervisor or designee must also be contacted on each additional day of absence.

Before returning to work from an absence of five (5) or more days caused by illness or injury, a physician's verification that an employee may safely return to work may be required by the Library.

16.4 Sick Bank Time at Termination. Employees who have accumulated sick bank time under Section .2 and who terminate their employment with the Library for any reason shall not be compensated for unused sick bank hours and said sick bank hours may not be reinstated in case of subsequent re-employment by the Library.

However, employees employed by the Library continuously for at least ten (10) consecutive years, shall, upon retirement, receive six dollars (\$6.00) for each unused hour of accumulated sick bank time to a maximum of 520 hours. Retirement is defined as being qualified to retire under the Michigan Public School Employees Retirement system ("MPERS") or the Municipal Employees Retirement System ("MERS").

16.5 Annual PTO time at Termination. Bargaining unit employees who are terminating their employment and who have used PTO hours in excess of what they have earned on their final day of employment shall have the excess hours/amount deducted from their final compensation.

16.6 Calculation of PTO. PTO is calculated based on the employee's date of hire. No distinction is made between part time and full time years of service. Adjustments are made on July 1 of each year, not the employees' anniversary date of hire. An employee's PTO may be recalculated during a fiscal year if the regularly scheduled number of hours changes."

16.7 Bereavement Leave. Full-time and part-time A employees will be granted up to three (3) days of leave with no loss of compensation because of the death of the employee's spouse, child, parent, step-parent, step-child, sister, brother, mother-in-law, sister-in-law, father-in-law, brother-in-law, grandchild, and grandparents.

## ARTICLE 17 JURY AND WITNESS DUTY LEAVE

17.1 For a Full-Time or Part-Time A employee summoned to jury duty, the Library will continue pay during the active period of jury duty. An employee must turn over to the Library the allowance received from the court for such service, not including any mileage or travel allowance, to receive regular pay. Time spent on jury duty will not be charged against accrued leave.

If subpoenaed to attend any court proceeding as a witness to a library-related incident, an employee will be paid the difference between the court fee for such service and regular pay. Time spent as a subpoenaed court witness to a library-related incident will not be charged against accrued leave. Time spent as a subpoenaed court witness on other matters will be charged against accumulated leave.

If dismissed early an employee is expected to return to the Library and complete their work day.

To qualify for jury or witness duty leave, an employee must submit to their supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to the employee's supervisor when the period of jury or witness duty is completed.

ARTICLE 18 HOLIDAYS

18.1 The following days are recognized as paid holidays:

January 1	Labor Day
Martin Luther King Day (3rd Monday in January)	Thanksgiving Day
President's Day (3rd Monday in February)	December 24
Saturday before Memorial Day	
Memorial Day	December 25
Independence Day	December 31
<u>Close at noon:</u>	Good Friday Hackley Day (Friday before Memorial Day)
<u>Close at 5:00 PM:</u>	July 3 Day before Thanksgiving

18.2 To be eligible for holiday pay, an employee must have completed sixty (60) days of employment and must be a regular full time employee or a regular part time employee working twenty (20) hours per week or more.

18.3 Eligible full-time and part-time employees will be paid eight (8) hours of pay at their applicable straight time hourly rate for each full day holiday, and four (4) hours pay for each half day holiday, for an annual maximum of ninety-six (96) hours. All holiday pay shall be at the employee's regular, straight time rate.

18.4 If a holiday occurs during the week when an employee is receiving PTO, holiday pay will be paid instead of PTO, and the day of the holiday will not be deducted from PTO. PTO or other leave may be used during a week with a holiday if a substitute is scheduled.

18.5 Holidays shall be celebrated on the days designated by the Library. Ordinarily, holidays which fall on Sundays will be observed on Mondays. Regular full time employees who are not scheduled to work on a holiday day may take another day during the same pay period as their holiday day with the prior approval of their supervisor and the Library Director. Full-time employees will receive eight (8) hours.

18.6 The Library will close at 5:00 p.m. on July 3 and on Thanksgiving Eve. If July 3 and/or Thanksgiving Eve fall on days when the Library is normally scheduled to remain open past 5:00 p.m., the normal schedule for this day will be adjusted to reflect this closing time, and Part-time A and Full-time employees normally scheduled to work after 5:00 p.m. will be provided other make-up hours within the established pay period. No employee will have their normal hours reduced because of this revised schedule. Affected employees must elect to reschedule their work hours or use accumulated PTO time in lieu of other scheduled hours.

The Library will close at 12:00 noon on Good Friday and on Hackley Day (the Friday before Memorial Day). No employee will have their normal hours reduced because of this revised schedule.

#### ARTICLE 19 MILITARY

19.1 Leaves of absence without pay for military or Reserve duty are granted to full-time regular and part-time regular employees in accordance with applicable federal and state laws and regulations.

#### ARTICLE 20 LAYOFF AND RECALL

20.1 Layoff. In the event of a reduction in the work force for a period in excess of ten (10) consecutive work days, the following procedures shall apply:

(a) Probationary employees will be laid off first across all classification(s).

(b) Thereafter, if more layoffs are needed Part-time and Full-time employees will be laid off by the least seniority held with the Employer within the affected position or classification(s), provided the remaining employees are immediately capable of performing the remaining work.

A laid off employee will be entitled to exercise his/her seniority to displace the least senior employee of their same employment status, e.g. full-time to full-time, part-time A to part-time A, etc., in the same or another classification, providing the displacing employee is immediately capable of performing the work.

(c) Any layoff of less than fifteen (15) consecutive work days may be made by the Employer without regard to the above procedure.

20.2 Seniority of Stewards. For the purpose of layoff and recall only, Stewards (and not officers or alternate stewards) shall head the seniority list during their term of office. The Union acknowledges that the Employer is not obligated to “make work” for such Stewards and that such employees must have the necessary skill and experience to satisfactorily perform the required work.

20.3 Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

20.4 Recall. Recalls will be in inverse order of layoff from seniority across all classification(s), and the following will apply:

(a) The Employer will notify the employee of recall by Certified Mail to employee(s) address then on file. The employee will have not more than ten (10) working days from the notice of recall to return to work.

(b) When employees are recalled, they will be returned to their regular classification in order of their bargaining unit seniority, provided they can perform the available work.

(c) Employees recalled to their regular classification must return to that classification or they will be deemed to have terminated their employment voluntarily.

(d) The Union acknowledges that the Employer is not obligated to call probationary employees.

## ARTICLE 21 LEAVES OF ABSENCE

### 21.1 Medical/Disability Leave of Absence

A full or regular part-time Library employee who has completed the probationary period is eligible for an unpaid medical/disability leave. Medical/disability leaves will be granted provided acceptable medical documentation is presented and approved by the Library management. If an employee has an accrued sick leave bank, he/she must use the sick leave bank hours, and then have the option of using available paid time off ("PTO") before commencing a medical disability leave. The maximum duration of a medical/disability leave is six (6) months. An additional six (6) month extension may be requested.

Upon return from a medical/disability leave of absence, the employee must provide appropriate medical clearance documentation in order to return to active work. The Library reserves the right to request medical reports each thirty (30) days during a medical/disability leave of absence. Every effort will be made to return the employee to his/her former position, if available, or a vacant position for which the employee is qualified. If no positions are available, the employee will be placed on layoff status.

If an employee has an accrued sick leave bank balance, he/she must use the sick leave bank hours during the medical/disability leave of absence and then has the option of using available paid time off ("PTO").

## 21.2 Family Leave of Absence

Up to twelve (12) weeks of Family Leave may be granted for eligible employees. Such leaves will be unpaid.

Employees who have been employed at least twelve (12) months may take up to twelve (12) weeks of unpaid leave in any twelve (12) month period (July 1 - June 30) to care for a newly born/adopted child, and/or to attend to the medical needs of an immediate family member (child, spouse, parent) with a serious illness.

If an employee has an accrued sick leave bank balance, he/she must use the sick leave bank first, then has the option of using paid time off (PTO) and must take the remainder of the twelve (12) weeks as unpaid leave.

Employees requesting family leave for the birth or adoption of a child should make such requests at least thirty (30) days in advance. New-baby/adoptive child leaves must be taken in a block.

The Library reserves the right to require a doctors' certification regarding the existence of and/or severity of a family member's illness and/or the necessity of the employee requesting the leave being the caregiver. If medically necessary, leaves resulting from illness can be taken intermittently or on a reduced schedule.

Whenever possible, employees returning from a twelve (12) week or less Family Leave shall be restored to the same or equivalent position as when the leave is commenced.

The Library in its discretion, may agree to extend a family leave for a reasonable period of time beyond twelve (12) weeks, if conditions require it and if it appears likely the employee will subsequently be able to return to work. An extension of a Family Leave of absence beyond twelve (12) weeks does not ensure that the same job, or any job, will be available at the time the employee desires to return to work. If the Library has had to fill the position held by the employee and there are no suitable job openings at the time the employee has completed the extended leave of absence, he/she will be placed on layoff status.

## 21.3 Insurance Continuation

For an eligible employee on a medical/disability or a Family Leave of absence, the Library will continue Library-sponsored insurance coverage(s) (if permitted by the insurance plans) for three (3) months in any twelve (12) month period (July 1 - June 30) for such leaves or combination of leaves. The employee, however, is required to continue any employee contributions on a timely basis and will not receive insurance reimbursement (opt out) payments while on a medical/disability leave or a family leave of absence.

## ARTICLE 22 GENERAL

22.1 Dignity and Respect: Employees shall be treated with dignity and respect at all times.

22.2 Payroll deductions shall be made upon signed authorization(s) by the Employee.

22.3 Payday shall be every other Friday. Employees shall receive their paychecks during their work shift on payday.

22.4 The Library shall pay for all physical examinations that are required by the Library and performed by the physician of the Library's choice.

22.5 If any provision of this Agreement is or becomes in contravention of the law or regulations of the United States or State of Michigan, such provision shall be suspended by the appropriate provision of such law or regulation so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The provision being in contravention of such law or regulation shall be renegotiated by the parties in order that there will be no such contravention.

22.6 Pay Shortage. The Library agrees that whenever an employee suffers a substantial pay shortage through no fault of the employee, the Library shall make whole to the employee the full amount due within two (2) work days from the time the incident is substantiated.

## ARTICLE 23 UNION CONFERENCES

23.1 The Library shall establish a bank of thirty-two (32) hours per calendar year for the purpose of allowing union representatives to attend union conferences. No more than two SEIU representatives may use this bank per day. When the Union requests that employees attend union conferences, the employees shall receive compensation from this account. SEIU shall provide the Library with the names of attending employees and the dates of conferences at least three (3) weeks prior to the meeting date. The Library reserves the right to refuse attendance based upon staffing requirements or other factors that would require the individual to perform his or her normal duties. Upon completion of the conference, the Union shall reimburse the Library for the hours deducted from the Union bank. The Library will charge the actual salary expense plus the cost of fringe benefits for the attending employee. The Library shall be reimbursed either by check issued by the SEIU or by an offset of the union dues to be forwarded by the Library to the SEIU. Deductions from the Union bank may be in increments of no less than eight (8) hours. Any time in the bank not spent by midnight on December 31 shall be lost. At 12:01 a.m. on January 1 of each year the time in the bank shall be increased to 32 hours.

## ARTICLE 24 INSURANCE

24.1 Health Insurance. The Library will provide a group hospital-medical plan for the duration of this Agreement for full-time employees. The current plan is administered by Blue Care Network. The Library will pay the monthly premium for the eligible full-time employee

and properly enrolled dependents, excluding any special dependent riders. For Part-time A employees, the Library will pay fifty percent (50%) of the applicable monthly premium for eligible Part-time A employees and properly enrolled dependents, excluding any special dependent riders. In accordance with the Michigan Publicly Funded Health Insurance Contribution Act, both Full-Time and Part-Time A employees are responsible to pay any amount over the cap of annual plan costs as determined by the State of Michigan.

24.2 Dental and Vision Insurance. The Library will provide eligible full-time and Part-time A employees with a Dental Plan and a Vision Plan.

24.3 Life Insurance. The Library will provide eligible full-time and Part-time A employees with term Life Insurance in the amount of \$50,000.00.

24.4 Short Term and Long Term Disability. The Library will provide eligible full-time and regular part-time employees with short term disability benefits and long term disability benefits as set forth in the applicable Plan.

24.5 The Library retains the sole discretion to select or change the insurers/administrators, the methods of funding or the benefit level/coverage(s) or co-pays for such insurance. The Library will discuss with the Union any change prior to implementation and the level of coverage of the health, dental or vision insurance shall not be less than the Library provided insurance for the non-bargaining unit personnel.

24.6 Opt Out. Full-time and Part-time A employees who meet the eligibility requirements may elect to “opt out” of the medical, dental and vision insurance and receive a flat “opt out” payment as follows:

<u>Full-Time Employee:</u>		<u>Part-Time A Employee:</u>	
Family	\$660.00 per month	Family	\$330.00 per month
Two people	\$515.00 per month	Two people	\$270.00 per month
Single	\$260.00 per month	Single	\$130.00 per month

To be eligible for the “opt out” payment, an eligible employee must “opt out” of the medical, dental and vision insurances.

24.7 Prior to implementing any changes in the current health care insurance plan, the parties will meet to discuss the options and the financial impact on both the employees and Hackley Public Library, with the intent of reaching an agreement on a possible change in health care coverages.

24.8 Any insurance documents requiring an employee signature will be provided to the employee a minimum of five (5) calendar days prior to deadline to turn in.

## ARTICLE 25 PENSION

25.1 Bargaining unit employees currently covered by the MPSERS pension plan will continue under such plan, subject to MPSERS administrative rules, for the life of this Agreement.

Effective July 1, 2004, Full time and Part-time A eligible bargaining unit employees not covered by the MPSERS plan will be provided a pension plan administered by the Michigan Municipal Employees Retirement System (MERS). The MERS plan coverage/benefit program will be B-2, F55-25 rider with ten (10) year vesting.

## ARTICLE 26 WAGES/COMPENSATION

26.1 **[NOTE: Section 26.1 (a), (b) and (c) shall not be applicable/operational during the life of this 2018-2021 Collective Bargaining Agreement.]** Annual adjustments to "compensation" for bargaining unit employees will be determined by the percentage increase, if any, of the applicable property tax revenue allocated to the Library for the present fiscal year compared to the estimated coming fiscal year. By way of example, if property tax revenue growth allocated to the Library increases by two percent (2%) from the prior year, then an amount equal to two percent (2%) of total compensation will be allocated to the total compensation for the following year. Any percentage adjustment shall be calculated following official notice of the property tax revenue and will be effective the first full pay period following July 1 of each contract year and pursuant to the following:

(a) The term "total compensation" is the sum total of all benefit and wage costs and includes but is not limited to the following categories: wages, salaries, longevity, insurance, retirement, FICA, workers compensation, unemployment compensation, paid leave and other cost benefits.

(b) Before any allocation to wages is made, the cost of increases in "total compensation" shall be deducted from any annual adjustment amount.

(c) If there is a decline in the tax revenue from the prior year, there shall be no reduction in wages pursuant to this section.

26.2 For the 2018-2021 Agreement, the following wage increases will apply:

Effective the first full pay period following July 1, 2018 a 3% wage increase.

Effective the first full pay period following July 1, 2019 a 3% wage increase.

Effective the first full pay period following July 1, 2020 a 3% wage increase.

ARTICLE 27 DURATION, TERMINATION, AND MODIFICATION

This Agreement shall continue in full force and effect through June 30, 2021, and may be terminated or modified as set forth in this Article below:

27.1 If either party desires to amend and/or terminate this Agreement, it shall give written notification to the other party sixty (60) days prior to the desired date of termination.

27.2 If neither party shall give such notice, this Agreement shall continue in effect after June 30, 2018, subject to notice of amendment or termination by either party upon sixty (60) days written notice to the other party.

27.3 By written mutual agreement the parties may elect to amend this agreement. Written request to amend the agreement will be responded to within thirty (30) days of the date submitted to the other party.

27.4 Any amendments that may be agreed upon shall become or be a part of this Agreement without modifying or changing any of the other terms of this Agreement unless expressly provided in any such amendment.

27.5 Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SERVICE EMPLOYEES INTERNATIONAL  
LOCAL 517M

HACKLEY PUBLIC LIBRARY

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