

**AGREEMENT**

**Between**

**BAY COUNTY LIBRARY SYSTEM**

**-And-**

**UTILITY WORKERS UNION OF AMERICA**

**LOCAL 542, AFL-CIO**

**January 1, 2017 THROUGH DECEMBER 31, 2020**

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## **AGREEMENT**

THIS AGREEMENT, effective January 1, 2017, by and between the Bay County Library System, and/or its successor organization or organizations, hereinafter called the "Employer," and Local 542, Utility Workers Union of America AFL-CIO, hereinafter called "Local 542."

### **SECTION 1**

#### **RECOGNITION**

**Section 1.1 Collective Bargaining Unit.** The Employer hereby agrees to recognize Local 542 as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the Employer in the following-described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time employees employed by the Bay County Library System, but excluding Director, Assistant Directors, Librarians, System Managing Librarians, Administrative Assistant, Financial Analyst, System coordinators, Marketing Manager, pages, part-time/substitute, temporary and seasonal employees, and employees hired under temporary State or Federal funded programs.

**Section 1.2 Definitions.** The term "employee" when used in this Agreement shall refer to and include only those employees included in the collective bargaining unit described as follows:

- (1) *Full-Time Employee.* A full-time employee is an employee who is regularly scheduled to work (30) hours or more per week, but does not include persons who work on a seasonal or temporary basis.
- (2) *Part-Time / Substitute Employee.* A part-time/substitute employee is an employee whose schedule of work regularly consists of less than thirty (30) hours per week.

- (3) *Temporary or Seasonal Employee.* A temporary or seasonal employee is an employee who is employed on a full-time basis for a period of time not to exceed twenty (20) consecutive weeks. Temporary or seasonal employees may be hired with prior notice and consultation with the Union Steward.

## SECTION 2

### REPRESENTATION

#### Section 2.1 Union Representation.

(a) *Stewards.* The Employer agrees to recognize two (2) stewards elected or selected by Local 542 from its employees who have been employed for at least one (1) year. Local 542 acknowledges that in view of the diverse locations of the Branch Libraries, stewards and committeemen will use their best effort to handle the assigned duties outside of normal working hours except for serious or unusual situations. In that event, when it is necessary for a steward to leave his/her work to process a grievance in accordance with the grievance procedure established herein, such steward will first obtain permission from his/her immediate supervisor. He/She shall return to his/her job as promptly as possible, and shall promptly report to his/her immediate supervisor upon returning to work. If it is impossible for a steward to be relieved of his/her duty upon request, he/she shall be excused at the earliest possible time after proper arrangements have been made; such arrangements shall not be unreasonably withheld. Alternate stewards may be elected or selected and they shall serve only in the event of the absence of the regular steward. Local 542 agrees to furnish the Employer in writing a list of its designated stewards and alternates.

(b) *Collective Bargaining Committee.* The two (2) elected or selected stewards, together with its non-employee representatives shall also function as a collective bargaining committee. The collective bargaining committee shall meet with representatives of the Employer for purposes of negotiations of any modification or renewals of this Agreement or at mutually agreed upon special conferences.

(c) *Union Representation.* The Bay County Library System agrees to allow one steward time off without pay on a monthly basis to attend UWUA meetings.

Section 2.2 Union Representative Privilege. The duly elected stewards shall not be laid off as long as there is a job open for which they qualify.

## SECTION 3

### UNION SECURITY

**Section 3.1 Agency Shop.** The Employer agrees that all employees in the bargaining unit defined herein may be members of Local 542 within thirty (30) days of hire, or pay a service fee proportional to the collective bargaining cost of Local 542, including cost of negotiation and administration of the contract, the amount of which fee Local 542 shall certify to the Employer from time to time but not in excess of its regular dues

**Section 3.2 Payroll Deduction.** Upon receipt of a written authorization of payroll deduction, Employer agrees to deduct Local 542 dues for Local 542 members or a service fee, from the pay of each employee authorizing said deduction. No such authorization shall be recognized or honored if in violation of State or Federal Law. Said dues for Local 542 members, or a service fee, excluding those persons not included in the bargaining unit, shall be deducted from the employee's pay once a month and transmitted by the Employer to Local 542's financial secretary within five (5) workdays from the time said deductions are made. Local 542 will notify the employer as to the amount of dues to be deducted for Local 542 members and the amount of the service fee, excluding individuals not in the bargaining unit. Any changes in dues rate and the service fee shall be similarly certified to the Employer and shall be done at least one (1) month in advance of the effective date of such change. The Employer shall have received written authorization for change of rate in dues from every employee one (1) calendar month in advance of the effective date of the change in payroll deduction.

**Section 3.3 Indemnification.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of any action taken by the Employer in deducting or remitting dues for Local 542 members or service fees as described in Section 3.1 and Section 3.2 of this Agreement.

## SECTION 4

### **MANAGEMENT RIGHTS**

**Section 4.1 Reservation of Rights.** It is hereby acknowledged and agreed by Local 542 that except as otherwise expressly provided in this Agreement, the Employer reserves and retains all of its inherent and customary rights, powers, functions and authority of management to control and manage the operations of the Library System and, except as expressly provided in this Agreement, its judgment in these respects shall not be subject to challenge. Among the rights reserved by the Employer is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment and machines required to provide such services; the number of personnel required, the nature, number and location of facilities and departments to be operated; to direct and control operations; to maintain order and efficiency; to study and use improved methods or equipment; and in all respects to carry out the ordinary and customary functions of the Employer as provided by law. The Employer shall have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel, provided, however, that these rights shall not be exercised in violation of any express provisions of this Agreement. It shall have the right to establish reasonable rules and regulations to govern employees' conduct on the job, and to establish reasonable penalties for violation of such rules; to make judgments as to ability and skill, subject to the grievance procedures; to approve and schedule vacations and personal days, and to determine work loads and to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any express provision of this Agreement. If, in the opinion of an employees' immediate supervisor the employee is not capable of handling the duties involved in his/her job, the Director shall have the right to require the employee to submit to a physical examination at Employer's expense by a physician selected by the Employer and if the employee refuses to take such a physical examination, he/she shall be suspended without pay for the period involved until such time as the Employer is satisfied that he/she is capable of performing his/her duties satisfactorily.

## SECTION 5

### **GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 5.1 Definition of Grievance.** A grievance shall be a complaint by an employee or Local 542 concerning the application and interpretation of this Agreement as written.

**Section 5.2 Grievance Procedure.** All grievances shall be handled in the following manner:

(a) *Verbal Procedures*

An employee with a complaint shall discuss the matter informally with his/her immediate supervisor or the supervisor involved. If unable to satisfactorily resolve the matter, the employee through Local 542, or Local 542 on behalf of the employee shall notify the Managing Librarian of the complaint and discuss the matter with the Managing Librarian within ten (10) days after the occurrence of the events giving rise to the complaint or the employee's first knowledge thereof. Every effort shall be made to satisfactorily settle the complaint in this manner. The Managing Librarian shall give his/her disposition within ten (10) days. The steward shall participate in the discussion with the Managing Librarian.

(b) *Written Procedure*

*Step 1.* If the complaint is not satisfactorily settled by the verbal procedure, Local 542 shall submit a written grievance signed by the employee and the steward to the Director of the Library or his/her representative within ten (10) days after receipt of the Managing Librarian's answer in the verbal procedure. For informational purposes, the grievance shall indicate the Section or Sections of this Agreement alleged to have been violated. Within ten (10) days after receiving the written grievance, the Director and his/her representative, the involved stewards and grievant shall meet and discuss the grievance in an effort to satisfactorily resolve the grievance. The employee shall receive the Employer's written answer within ten (10) days after such meeting.

*Step 2.* Any grievance which is not resolved in Step 1 of the written procedure may be submitted to the Library Board within ten (10) days after receipt of the Employer's disposition in Step 1. The grievance shall be placed on the agenda for discussion between Local 542 and the Library Board at the Library Board's next scheduled meeting. Either party may have non-employee representatives present, if desired. The Employer's final answer to the grievance shall be submitted to Local 542 within ten (10) days following the date of the meeting. If the grievance is not satisfactorily resolved, it may be submitted to arbitration in accordance with the procedures established in this Agreement.

(c) *Local 542*

Except as to the initial, informal, verbal discussion between employee and supervisor in subsection (a), above, Local 542 shall have exclusive authority to initiate, prosecute and adjust grievances under this Section.

**Section 5.3 Arbitration Request.** Local 542 may request arbitration of any unresolved grievance by giving written notice to the Library Board of its intent to arbitrate within ten (10) days following receipt of the Library Board's disposition in Step 2 of the grievance procedure.

**Section 5.4 Selection of Arbitrator.** If a timely request for arbitration is filed by Local 542, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service or the American Arbitration Association, by each party alternately striking a name. The remaining name shall serve as the arbitrator.

**Section 5.5 Arbitrator's Jurisdiction.** The arbitrator's power shall be limited to the interpretation of this Agreement as written, and he/she shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall decide the merits of the grievance if arbitrability is affirmatively decided by him/her. The parties acknowledge that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in the Management Rights Clause hereunder. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement. If the grievance concerns an alleged running violation, any award shall not be retroactive prior to the time when it was first submitted.

**Section 5.6 Arbitrator's Awards.** The arbitrator's decision shall be final and binding on the Employer, Local 542 and employees. If the grievance also includes alleged violation of other rights which may be pursued in court or before administrative tribunals, an employee shall waive any such rights if he/she proceeds to have his/her grievance determined by an arbitrator. The fees and expenses of the arbitrator shall be paid equally by Local 542 and the Employer.

**Section 5.7 Time Limitation.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by Local 542, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, except arbitration, unless Local 542 requests arbitration. Time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified. If the employee is prevented from using the grievance procedure due to circumstances beyond his/her control, the Arbitrator may consider the circumstances in deciding the time limits of the grievance.

**Section 5.8 Time Computation.** Saturday, Sunday and holidays recognized under this Agreement shall not be counted under the time procedures established in the grievance procedures.

**Section 5.9 Lost Time.** The Employer agrees to pay for all reasonable time lost by an employee during his/her regular working hours while processing a grievance in accordance with the grievance procedure provided herein. The Employer, however, reserves the right to revoke this benefit if this privilege is being abused.

## **SECTION 6**

### **NO STRIKE - NO LOCKOUT**

**Section 6.1 Prohibition.** Neither Local 542 nor any employee shall either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the Employer, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the Employer or in any conduct which causes or results in such interference during the term of this Agreement. The Employer agrees that there shall be no lockout during the term of this Agreement.

**Section 6.2 Violation.** Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Employer deems appropriate. Local 542 acknowledges that discharge is an appropriate penalty for the violation of Section 6.1.

## **SECTION 7**

### **SENIORITY**

**Section 7.1 Definition of Seniority.** Seniority shall be defined to mean the length of continuous service of the employee with the Employer commencing from his/her last date of hire. Probationary employees shall not accrue seniority until they have completed their probationary period, after which seniority shall revert to their date of hire. Part-time employees' seniority shall commence on the date that the employee becomes a full-time employee. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

**Section 7.2 Probationary Period.** An employee shall acquire seniority after having been employed for a period of nine (9) months, or such additional period as may be extended, after which his/her seniority date shall be his/her last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period, not to exceed three (3) months. During an employee's probationary period, he/she may be laid off or terminated without regard and without recourse to this Agreement.

**Section 7.3 Seniority List.** The Employer agrees to furnish Local 542 with an annual seniority list. The Employer further agrees to furnish a seniority list from time to time with reasonable notice from the Union.

**Section 7.4 Loss of Seniority.** An employee's seniority with the Employer shall terminate, and the employment relationship shall end if:

- (a) The employee quits, retires, or is discharged for cause and the discharge is not reversed.
- (b) Absence from work for three (3) consecutive working days without proper notification and approval.
- (c) Failure to return to work on the required date at the expiration of a leave of absence or at the end of a vacation, unless otherwise excused.
- (d) The employee fails to give notice of his/her intent to return to work within three (3) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Library with a current address.
- (e) A settlement with the employee has been made for total disability.
- (f) The employee falsified pertinent information on his/her application for employment. A three-year statute of limitations shall apply.
- (g) The employee is on layoff status for a period of time equal to the length of seniority or three (3) years, whichever is less.

- (h) The employee is on unpaid leave of absence (other than military leave or approved leave of absence for educational purposes) consecutively for a period of time equal to the length of seniority or one (1) year, whichever is less.

**Section 7.5 Promotions and Transfers.** In order to provide advancement opportunity when vacancies exist within the bargaining unit, the Employer agrees that all permanent new jobs and vacancies shall be posted on the bulletin board for a period of not less than seven (7) calendar days. The posting shall indicate the title, description of duties, basic personnel requirements, work schedule and rate of pay of the vacancy. Interested employees may make application for such vacancies by filing with the Director or his/her representative a statement declaring their desire for a transfer or an advancement. The Employer shall award the job to the senior most qualified applicant. In considering the employee's qualifications for transfer or promotion, the employer shall consider the employee's experience, training, ability and work record and if all of these are relatively equal, the employee with the most seniority shall be awarded the job. All promoted or transferred employees shall serve a trial period not to exceed nine (9) months.

If disqualified by him/herself or the Employer during the trial period, a promoted or transferred employee shall return to his/her former position as shall all other employees affected.

The Employer agrees to provide copies of all job descriptions of bargaining unit positions to the union. Employer shall provide copies of all new or modified job descriptions to the union prior to the effective date of such new or modified job description. The union may file a unit grievance in accordance with the time limitations stated in Section 5.2 of this contract if union representatives believe, in good faith, that any contract principle has been violated.

Current employees promoted to a higher classification shall receive the starting rate for the higher classification or twenty (20) cents per hour, whichever is greater, until advanced to the one (1) year rate of pay.

**Section 7.6 Layoff.** In the event that the Employer in its discretion determines that a layoff is necessary, such layoff will be from classifications selected by the Employer and in numbers determined by the Employer subject to the terms and conditions provided for in this Agreement. The Employer shall make a reasonable effort to lay off part-time/substitute and temporary/seasonal employees doing similar bargaining unit work before laying off any bargaining unit employee in a particular classification. The Employer shall not use the cost per hour of full time - vs - part-time/substitute/temporary/seasonal employees as the sole justification for the layoff of any bargaining unit employee.

- (a) Layoff of employees shall be by job classification seniority, and the following order shall be followed:
  - (1) Newly hired probationary employees.
  - (2) Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification beginning with the least senior.
- (b) In the event of a temporary reduction of the work force which shall not exceed six (6) weeks at any one time, the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off.
- (c) An employee who has been recently promoted and is still on probation in his/her new classification may return to his/her previous classification with his/her pay level and seniority in the previous classification as if he/she had not been promoted.
- (d) An employee being laid off in one classification shall have the right to move into the next lower classification at the appropriate pay level for that classification and shall thereupon be considered the most senior employee in the lower classification. This subsection shall not apply to the maintenance classification, it being understood that persons in that classification shall have no right to move into another classification and persons in other classifications shall have no right to move into the maintenance classification in the event of a layoff.
- (e) Nothing contained in this section shall in any way interfere with the Employer's absolute right to transfer employees from one branch to another when circumstances warrant.

**Section 7.7 Recall.** The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid-off and shall be subject to the same conditions of layoff. A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Notices of recall shall be sent by certified mail or telegrams to the employee's last known address as shown on the Employer's record. It shall be the responsibility of the employee to provide the Library with a current address. A recalled employee shall give notice of intent to return to work within five (5) working days following notice of recall or such employee's employment shall be terminated without recourse to this Agreement.

In the event a recall is necessary on less than three (3) days notice, the Employer may call upon laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such cases, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said three (3) day period.

**Section 7.8 Temporary Assignment.** An employee who is temporarily assigned to perform duties and responsibilities in a position of a higher classification or salary grade for more than 15 consecutive working days shall be paid at the higher rate.

However, this temporary assignment higher rate shall not apply if the employee is covering for an employee at a higher classification who is on vacation, unless an exception is made in advance.

## **SECTION 8**

### **HOURS OF EMPLOYMENT**

**Section 8.1 Regular Work Week.** The regular work week shall be forty (40) hours scheduled Monday through Sunday. Shift schedules shall be established by the Employer, so that an employee's normal workday shall be eight (8) to twelve (12) hours and such shifts shall be made so that library service may include evening hours Monday through Saturday. Schedules that contain Sundays, or more than eight (8) hours per day, shall only be included in the regular workweek of those employees who volunteer for such schedules.

**Section 8.2 Assignment of Evening and Saturday Work for Non-maintenance Employees.** Non-maintenance employees will not be scheduled to work more than two (2) evenings a week or more than every other Saturday unless the employee otherwise agrees. Assignment of evening work will be made by the Employer on an equitable basis with due regard to the services required and the employee's seniority. Such employees scheduled for a Saturday workday will be scheduled for a day off Monday through Friday. Such employees scheduled for Saturday hours after 5:00 p.m. will receive a shift premium of 25% of their regular straight time rate for all hours worked on Saturday after 5:00 p.m.

**Section 8.3 Sunday Assignment.** When an employee's regular workweek includes Sunday, employees will be paid a premium of 50% of their regular straight time rate for all hours worked on Sunday. In the event there is need for additional Sunday assignments, volunteers shall be solicited. If qualified volunteers are insufficient, assignment may be made to the employee with the least seniority who is qualified to perform the work. All full-time employees scheduled to work on Sunday will have the option to be compensated for Sunday work either by being paid at a rate of time and one-half (1-1/2) for the hours worked on Sunday, or receive compensatory time pursuant to Section 8.5, at the rate of time and one-half (1-1/2) per hour worked on Sunday.

The Employer may utilize non-bargaining unit employees to perform bargaining unit work on Sundays. Bargaining unit employees wishing to work on Sundays must notify the supervisor in charge of Sunday scheduling by the fifteenth (15<sup>th</sup>) of the month preceding the month in which they wish the Sunday work assignment. When non-bargaining unit employees are used to perform bargaining unit work on Sundays, no less than one bargaining unit employee will be utilized in each branch.

In the event that Community Room services are provided during Sunday evening hours (5:00 p.m. to 9:00 p.m.) the provisions of this Section shall be utilized with the understanding that the notification deadline referred to in this Section, above, shall be waived in those instances where the need for such services is unknown prior to the deadline.

**Section 8.4 Overtime and Premium Rate.** Overtime when required beyond forty (40) hours in a work week shall be compensated at time and one-half (1-1/2) the employee's regular straight time hourly rate. Any employee called back to open/close a building or to perform some maintenance function after his/her normal work shift shall be compensated for a minimum of two hours.

Hours worked during a recognized holiday will be compensated at one and one half the employee's regular straight time hourly rate for the hours actually worked, in addition to the eight hours of holiday pay at the straight time rate.

Nothing in this Agreement shall be construed to require the pyramiding of overtime rates for the same hours worked. When two or more provisions requiring the payment of premium rates are applicable, the one most favorable to the employee shall apply.

The following examples illustrate the intended interpretation of this section:

1. An employee must work on a holiday. The employee is paid time and one-half his/her regular straight time hourly rate, in addition to eight hours of straight time pay.

2. An employee must work on a Sunday which is also a holiday. The employee is paid at time and one-half his/her regular straight time hourly rate, in addition to eight hours of straight time pay. (See Section 8.5 regarding compensatory time.)
3. An employee must work four (4) hours on a holiday. The employee is paid for four (4) hours at one and one-half of his/her regular straight time hourly rate in addition to eight hours of straight time pay.
4. An employee must work on a Sunday. The employee is paid at time and one-half (1 ½) the employee's regular straight time pay
5. An employee must work ten (10) hours on a holiday. He/She is paid one and one half his/her straight time hourly rate for the ten hours of holiday work, in addition to eight hours of straight time pay.

**Section 8.5 Compensatory Time.** The Library and the Union recognize compensatory time as an acceptable method of reducing payment for overtime hours worked. On a case by case basis, Library may offer, and the employee may accept, compensatory time in lieu of payment of overtime. However, compensatory time shall only be used when mutually agreeable to both the Library and the affected employees. Banked compensatory time shall not exceed a maximum of forty (40) hours. Utilization of banked compensatory time shall be scheduled in the same manner as vacation, except compensatory time resulting from working on a holiday shall be taken in full day increments.

**Section 8.6 Exchange of Schedules.** An employee may occasionally trade a scheduled work assignment with another qualified employee to accommodate personal business, provided that such change does not cause an interruption of service or other undue inconvenience to the Library, does not create additional liability for overtime pay, and provided that the change is made with the consent of the Managing Librarian.

**Section 8.7 Maintenance Schedule.** Maintenance personnel will work a week consisting of seven (7) hours daily, Monday through Friday, and five (5) hours on Saturday alternating every second week between working the above schedule and working eight (8) hours, Monday through Friday only. All maintenance personnel must take a minimum ½ hour lunch period during their daily work schedule without pay. No lunch period may be taken at the beginning or end of any shift.

**Section 8.8 Rest Periods.** All employees working shifts of seven (7) to eleven (11) hours shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall be taken one before and one after lunch. All Union Employees must take a minimum ½ hour lunch period during their daily work schedule without pay. No lunch period may be taken at the beginning or end of any shift.

Employees working a twelve (12) hour shift shall be entitled to three (3) rest periods per shift, excluding a lunch period. At least one rest period shall be taken before and after lunch. Two rest periods may be combined.

Length of rest periods shall be fifteen (15) minutes per period. No rest period may be taken to extend any lunch period, nor shall any rest period be taken at the beginning or end of any shift.

No rest periods can be taken when an employee is being paid overtime or working to earn compensatory time on a Sunday.

**Section 8.9 Unexpected Closings.** If it becomes necessary, due to inclement weather, emergency conditions, power outages, or other acts of God, to curtail some or all of the Library's function, employees shall receive their daily base pay for the hours they would have normally worked. The Library System will close if the County closes for inclement weather.

When this circumstance occurs, employees who are off work on any full eight (8) hours approved in advance paid leave, shall have such leave time accounted for as those employees that had been scheduled to work the day of the closing.

## SECTION 9

### LEAVES OF ABSENCE

**Section 9.1 Personal Leave.** A "personal leave of absence" shall mean any leave of absence that is not otherwise covered by the remaining sub-parts of this Section below. Personal leaves of absence will be granted at the discretion of the Employer. A request for a personal leave of absence shall be in writing and signed by the employee and state the reasons for the leave. Requests for personal leave should be filed at least thirty (30) calendar days before such leave is desired, except in emergency situations. Seniority shall continue during all approved leaves of absence. All employees who are given a leave of absence in excess of thirty (30) calendar days, must make arrangements to assume the required premiums of all insurance policies commencing on the thirty-first (31<sup>st</sup>) day of said leave of absence and continuing for the duration of the leave of absence, if he/she desires those benefits to be continued. It is understood that the continuation of certain insurance benefits in the manner described in the foregoing sentence may be limited by the carrier pursuant to insurance contract language. No benefits shall accumulate or accrue during any leave of absence except the continuation of seniority.

**Section 9.2 Funeral Leave.** An employee will be granted a leave of absence for up to three (3) days following the death of a member of the employee's immediate family. An employee shall receive his/her regular rate of pay for the hours that he/she otherwise would have been scheduled to work during such leave. Upon approval of the Library Director, an employee may use additional five (5) days of sick leave, personal and/or vacation leave because of the death. "Immediate Family" is defined to include mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, husband, wife, children, step-children, aunt, uncle, niece, nephew, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Pay under this Section will not be applicable if the employee receives pay for such days under any other provision of this Agreement. Nothing in this section is intended to prevent the Library Director from authorizing a paid funeral day allowing an employee to attend the funeral of a person who is not in the employee's immediate family, but who had a close personal relationship with the employee.

**Section 9.3 Jury Duty Leave.** Any employee who is obligated to serve as a juror or witness in court shall receive full pay from the Library upon paying his/her juror or witness fee to the Library.

**Section 9.4 Sick Leave Benefit.** Full-time employees shall earn and be granted sick leave in accordance with the following conditions:

- (a) No sick leave payment will be made to a newly-hired employee during the probationary period. However, upon successful completion of the probationary period, said employee shall receive one (1) eight (8) hour day of sick leave per month worked during the probationary period. Sick leave shall be taken in increments of not less than one-half ( $\frac{1}{2}$ ) hour.
- (b) After completion of the probationary period, each eligible full-time employee shall be credited with sick leave on the basis of one (1) eight (8) hour day each month. Said eight (8) hour day shall be awarded on the first day of each month. Sick leave shall be credited on a prospective basis. An employee who has not worked during the preceding month shall not receive sick leave during a subsequent month. For purposes of this Section, non-worked days due to vacation, paid sick leave, funeral leave, jury duty leave or recognized holidays shall be considered as days worked.
- (c) In no case shall the accumulated earned sick leave exceed one hundred fifty (150) days. Days over 150 will be converted at year end or retirement at the rate of 2 sick days for 1 vacation to a maximum of 6 vacation days.
- (d) All employees must contact their supervisor/person in charge to request a sick day. Sick leave shall be granted when it is established to the supervisor/person in charge satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury.
- (e) No sick leave shall be granted for minor ailments which would not affect the safety of an employee, or of other persons, or of property, while performing job duties.
- (f) If an employee is sick for less than four consecutive work days, no doctor slip is required, but could be requested by the Employer if the Employer has reason to believe the employee is abusing his/her sick leave privileges. Falsification of the medical certificate or falsely setting forth reasons for the absence shall constitute just cause for dismissal.

- (g) If an employee is sick for four or more consecutive work days, a doctor slip is required in order to return to work. Falsification of the medical certificate or falsely setting forth reasons for the absence shall constitute just cause for dismissal.
- (h) The cash equivalent of one-half ( $\frac{1}{2}$ ) of any unused accumulated sick leave days will be paid to an employee who retires after having attained the age specified for retirement under the Bay County Employees Retirement System or to the estate of any employee who dies while employed.
- (i) When an employee has a planned or unexpected medical condition requiring that they be away from work for four or more days, they must contact their supervisor and the personnel department. The personnel department will determine if there is a need for the employee to be put on FMLA.
- (j) The parties will jointly draft language for a memorandum of understanding to allow for the donation of sick time to another employee. The parties agree to complete this memorandum of understanding by March 31, 2017.

**Section 9.5 Proration of Benefits.** Full-time employees who work less than two thousand eighty (2080) hours per year shall accrue vacation, sick leave and longevity pay on a prorated basis with two thousand eighty (2080) hours per year being considered one hundred percent (100%). The normal regularly scheduled hours shall be used to compute the sick leave credit. Personal days are considered the equivalent of the employee's average working day and an employee with thirty (30) hours per week would be permitted to take six (6) hours leave for each personal day earned. Holiday pay is based upon the number of hours the employee would ordinarily be scheduled per day.

**Section 9.6 Military Leave.** Military leaves of absence shall be granted to any full-time employee who leaves employment with the Employer for the sole purpose of entering and serving in the armed forces of the United States within ten (10) days following commencement of such leave. Such leave shall extend not more than ninety (90) days beyond expiration of the employee's original commitment to service in the armed forces. The employee shall accumulate seniority during military leave, but shall not accumulate any other rights or benefits not expressly required by the Universal Military Training and Service Act.

**Section 9.7 Family and Medical Leave Act.** The Employer recognizes its obligations under the Family and Medical Leave Act (FMLA) and agrees that covered members of the bargaining unit are entitled to all rights provided by that act. Eligibility for FMLA leave, the respective obligations of the Employer and the employee, and the notice requirements for FMLA leave, are those contained in the law and interpretive regulations issued by the Department of Labor, as either of them may be amended from time to time.

## **SECTION 10**

### **VACATION, HOLIDAYS AND LONGEVITY**

**Section 10.1 Recognized Holidays.** All full-time employees with seniority shall receive holiday pay for their straight time regular rate for the hours that they would have been otherwise scheduled to work for the required holiday, provided that the employee is eligible under the rules established in this Agreement. The following shall be recognized as holidays:

Birthday Holiday – (must be taken on or within 30 days after Birth Date)  
Work Anniversary Holiday - (must be taken on or within 30 days after Hire Date)  
New Year's Day  
Memorial Day  
Saturday before Memorial Day  
Independence Day  
Labor Day  
Saturday before Labor Day  
Thanksgiving Day  
Christmas Day  
Five Personal Days Each Calendar Year  
The working day immediately preceding Christmas Day and the  
working day immediately following Christmas Day unless Christmas  
Day falls on a Saturday, in which case two working days  
immediately preceding Christmas Day

Holiday compensation days for the above holidays, with the exception of Christmas, shall be used between the holiday and year end. When a holiday falls on the employee's regularly scheduled day off, the employee shall be given a compensating day off with pay. Recognized holidays that fall on Sunday will be observed on the recognized government holiday on the following Monday. Employees regularly scheduled Monday through Friday will have Saturday as the recognized day off. Personal days shall be taken in increments of not less than one-half (½) hour.

When Christmas falls on a Sunday, the parties recognize that two "recognized holidays" end up falling on the same day (Christmas day observed, and the day after Christmas). In years when this occurs, each employee will receive one or two compensatory day(s) to be taken December 27th through March 31<sup>st</sup> of the following year. This compensatory day must be scheduled with the employee's supervisor. In such cases, December 23<sup>rd</sup> and December 27<sup>th</sup> will be considered regular working days.

**Section 10.2 Holiday Eligibility.** In order to be eligible for holiday pay, an employee must be:

- (a) A full-time employee;
- (b) Actively employed and not on a leave of absence or layoff;
- (c) In attendance at work on his/her regular schedule the day before and after the holiday unless otherwise excused by the Director.

In the case of a newly hired probationary employee, holiday pay will only be awarded on a retroactive basis upon the successful completion of the probationary period or any extension thereof.

**Section 10.3 Vacation Benefit.** Vacation time off shall be taken in increments of not less than one (1) hour. Vacation may be taken during the calendar year beginning January 1 following the date of seniority. Commencing the second year, vacation shall be determined on January 1, in accordance with the following schedule for all eligible employees:

After One (1) year	12 days
After Five (5) years	15 days
After Seven (7) years	17 days
After Ten (10) years	20 days
After Fifteen (15) years	22 days
After Twenty-two (22) years each eligible employee shall receive one (1) Additional day for each year of service up to a maximum of 25 days of vacation.	

(b) In order to receive the maximum vacation benefit during any year, an employee must have worked two thousand eighty (2080) hours. For purposes of this Section, non-worked days due to vacation, paid sick leave, funeral leave, jury leave or recognized holidays shall be considered days worked.

(c) On an employee's termination by quit or death, the employee or the estate will be paid for the unused annual vacation earned as of January 1, preceding the death or quit. As a condition of receiving accrued benefits in cases of a quit, the employee must have provided the Library with at least two (2) weeks advanced notice, unless excused by the Library due to an emergency, or the employee will have been deemed to forfeit any and all accrued vacation.

(d) All accrued vacation shall be used during the scheduled vacation year and shall not be carried over to the following year. Any such accrued vacation not so used is lost. However, an employee may carry up to five (5) days of unused vacation into the following year.

On an employee's termination by retirement, the employee shall be paid for all vacation time accumulated, including time accumulated during the year in which he/she retires.

**Section 10.4 Library Closing.** It is understood and agreed that the Library shall close at 5:00 p.m., on New Year's Eve Day, day before Thanksgiving, and on one (1) day of a major fourth of July fireworks event if the Library was scheduled to be open until 9:00 p.m., on that day.

## **SECTION 11**

### **INSURANCE AND PENSION**

**Section 11.1 Health Care Insurance (Active Employees).** The Employer shall make available to all eligible full-time employees medical/health insurance plans with associated premium shares as follows:

1. Simply Blue 500, \$20 office visit for Doctor & Chiropractic, \$10/\$40/\$80 MOPD 2X, Birth Control Rider

Employer shall contribute 80% of the total premium with the employee contributing the remaining 20%. The Employer shall contribute 80% of the out of pocket maximums (OOM) with the employee contributing the remaining 20%.

The Employer shall contribute 80% of the \$150 Hospital Emergency Room co-pay with the employee contributing the remaining 20%.

Notwithstanding the previous numbered sub-sections, the Employer's contribution shall not exceed 118% of the immediately preceding year's contribution with the employees' share being adjusted accordingly.

Health care insurance as made available in this section shall be provided for all full-time employees commencing the fifteenth of the month immediately following employment. Except as provided under the Family and Medical Leave Act (FMLA), see Section 9.7), an employee who is laid off or who takes an unpaid leave of absence must pay the required premiums in order to participate commencing the first month following such layoff or leave of absence.

The Employer shall pay the required premium for employee-only coverage under the current Medicare supplement health care insurance policy, or its equivalent, on behalf of employees who retire at age sixty-five (65) or older, provided such employee has completed eight (8) years of service with the Employer. Retirees shall be eligible for health care coverage offered above under the same terms until they become Medicare eligible.

All employees who retire shall be eligible for the same health insurance plans offered to active employees until they become Medicare eligible.

Employees hired after 3/1/2008: the Employer shall pay the required premium for employee-only coverage under the current Medicare supplement health care insurance policy, or its equivalent, on behalf of employees who retire at age sixty-five (65) or older, provided such employee has completed ten (10) years of service with the Employer. Retirees shall be eligible for health care coverage offered above under the same terms until they become Medicare eligible.

Effective 3/1/2008, the Employer shall pay one-half (1/2) of the required premium for employee-only coverage under the current health insurance policy, or its equivalent, on behalf of the employees who retire after having attained the age of fifty-five (55), provided that such employee has completed 30 years of full time service with the Employer and provided further, that such employee makes payment of his/her portion (one-half) of such premiums to the Employer before the regular date of mailing of group premium payments to the carrier.

The Employer shall pay one-half (1/2) of the required premium for employee-only coverage under the current health insurance policy, or its equivalent, on behalf of employees who retire after having attained the age of sixty (60), but before reaching age sixty-five (65), provided that such employee has completed eight (8) years of service with the Employer and provided further, that such employee makes payment of his/her portion (one-half) of such premiums to the Employer before the regular date for mailing of group premium payments to the carrier. Upon attaining age sixty-five (65), the Employer shall pay one-half (1/2) the required premium for employee-only coverage under the current Medicare supplement health insurance policy, or its equivalent, in lieu of the one-half (1/2) premium payment paid by the Employer on behalf of retirees age sixty (60) to sixty-five (65). It is understood that the age at which an employee retires will determine the Employer's and employee's ongoing share of the insurance premium. The level of contribution will not change with the age of the retiree.

Employees hired after 3/1/2008: the Employer shall pay one-half (½) of the required premium for employee-only coverage under the current health insurance policy, or its equivalent, on behalf of employees who retire after having attained the age of sixty (60), but before reaching age sixty-five (65), provided that such employee has completed ten (10) years of service with the Employer and provided further, that such employee makes payment of his/her portion (one-half) of such premiums to the Employer before the regular date for mailing of group premium payments to the carrier. Upon attaining age sixty-five (65), the Employer shall pay one-half (½) the required premium for employee-only coverage under the current Medicare supplement health insurance policy, or its equivalent, in lieu of the one-half (½) premium payment paid by the Employer on behalf of retirees age sixty (60) to sixty-five (65). It is understood that the age at which an employee retires will determine the Employer's and employees ongoing share of the insurance premium. The level of contribution will not change with the age of the retiree.

The Employer shall make available hospitalization insurance to employees who retire before the age of sixty (60), provided the employee reimburses the Employer for 100% of the insurance premium.

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer, nor shall any such failure be considered a breach by the Employer of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits hereunder.

**Section 11.2 Non-duplication of Benefits Option.** Employees who take medical coverage may not opt out of dental coverage in exchange for the deferred compensation provided below. Employees who opt out of health care coverage in exchange for deferred compensation may still participate in the dental insurance plan.

An employee who is entitled to health care benefits under any employee insurance plan or Employer's self-insurance plan which provides benefits similar to or identical to this Agreement shall have the option of receiving annually two thousand six hundred dollars (\$2,600.00) in deferred compensation or in monthly installments, at the employee's sole discretion, in lieu of the Library's health care benefits. The deferred compensation option shall be paid by the Library.

Upon appropriate certification that the employee has health care benefit coverage through a program other than the Library, the Library will contribute two hundred sixteen dollars and sixty-seven cents (\$216.67) per month into the employee's deferred compensation program, or pay that sum to the employee monthly at the employee's sole discretion. At any time, an employee elects to re-enroll in the Library's hospitalization benefit program, the Library will no longer contribute to the deferred compensation program.

An employee choosing the deferred compensation plan in lieu of Library provided health and hospitalization benefits shall have the opportunity to re-enter the Library's health and hospitalization benefit coverage subject to the following:

- (a) An employee who waives the right to Library BC/BS and has coverage through another carrier, can re-enter in the Library's program at any time that the other coverage is no longer available to the employee, i.e., layoff or termination of spouse, divorce, etc. In this event, Library coverage will be effective the fifteenth (15<sup>th</sup>) of the month following re-enrollment in the Library's program.
- (b) An employee who waives the right to Library BC/BS and has coverage through another carrier may re-enroll in the Library's program only at the Library's BC/BS annual reopening period, which is January 15<sup>th</sup>.

In all re-entry situations, an employee will be accepted for reinstatement in the Library's BC/BS program without physical examination and pre-existing physical conditions will not be considered.

An employee who elects not to enroll in the employer's dental benefit plan as provided for in this agreement shall receive annually four hundred dollars (\$400.00) in deferred compensation, or in monthly installments at the employee's sole discretion, in lieu of the Library's dental care benefits. The deferred compensation option shall be paid by the Library. The Library will contribute thirty-three dollars and thirty-three cents (\$33.33) per month into the employee's deferred compensation program, or pay the money to the employee monthly at the employee's sole discretion. At any time, an employee elects to re-enroll in the Library's dental benefit program, the Library will no longer contribute to the deferred compensation program.

An employee choosing the deferred compensation plan in lieu of Library provided dental care benefits shall have the opportunity to re-enter the Library's dental care benefit coverage subject to the following:

- (a) An employee who waives the right to Library BC/BS dental care plan and has coverage through another carrier can re-enter in the Library's program at any time that the other coverage is no longer available to the employee, i.e., layoff or termination of spouse, divorce, etc. In this event, Library coverage will be effective the fifteenth (15<sup>th</sup>) of the month following re-enrollment in the Library's program.
- (b) An employee who waives the right to Library BC/BS dental care plan and/or has coverage through another carrier may re-enroll in the Library's program only at the Library's BC/BS annual reopening period, which is January 15<sup>th</sup>.

**Section 11.3 Workers' Compensation.** The Library shall provide workers' compensation as required by law. Workers' compensation benefits shall not be supplemented by any other paid leave provisions of this Agreement. Employees who are entitled to receive workers' compensation shall be granted one (1) year leave of absence without pay or benefits and without loss of seniority. Extensions may be available upon mutual agreement between the Union and the Library.

**Section 11.4 Pension.** Beginning 1/1/2015 the employee shall contribute (1%) of their gross wage and the Library will contribute the remaining required amount into the Bay County Employee's Retirement Fund, or into the Voluntary Employees' Beneficiary Association Trust Agreement fund as recommended by the Bay County Employees' Retirement Fund Board. The Library's payment, which is the employee's share, remains designated as the employee's contribution for future withdrawal purposes.

Employees hired after 3/1/2008 will become eligible for pension benefits after completing ten (10) years of service with the Employer. If an employee terminates employment or is terminated by the employer before being vested, all contributions paid by the employer on behalf of the employee into the retirement system/VEBA shall become the assets of the retirement system/VEBA Trust.

Employees shall be participants in a benefit group in which the formula for pension is credited services multiplied by two and one-quarter percent (2.25%) of final average compensation.

Current employees shall be offered three benefit options:

- (a) Regular retirement benefits at age 60 with eight years of service.
- (b) Regular retirement benefits at age 55 with 30 years of service.

- (c) Early/reduced retirement benefits at age 55 with eight years of service.

Effective 3/1/2008 new employees shall be offered three benefit options:

- (a) Regular retirement benefits at age 60 with ten (10) years of service.
- (b) Regular retirement benefits at age 55 with thirty (30) years of service.
- (c) Early/reduced retirement benefits at age 55 with ten (10) years of service.

The extent of the Employer's obligation under this section is limited solely to the payment of the retirement contributions to the Bay County Employees' Retirement System. Employees and retirees shall be entitled to benefits only in accordance with and governed by the terms and conditions specified by the Bay County Employees' Retirement System. The Employer shall not, under any circumstances, be obligated to pay any retirement benefits provided in this section directly to any employee or retiree.

New employees hired after 1/1/2012 will be exempted from the defined benefit pension plan. Employer will contribute a mandatory 2% of wages and will match dollar for dollar up to an additional 2% of the employee's contribution into a 401K retirement plan for a maximum of 4%.

**Section 11.5 Life Insurance** A twenty thousand dollar (\$20,000.00) term life insurance policy, or its equivalent, and a twenty thousand dollar (\$20,000.00) accidental death and dismemberment policy, or its equivalent, will be provided to all eligible full-time employees.

**Section 11.6 Dental Insurance** The dental insurance 7, or its equivalent with a \$1,500 maximum limit, will be provided to all eligible full-time employees with the employer contributing 90% of the premium and the employee contributing 10% of the premium. If an employee opts out of health insurance, but takes dental coverage, the employer will pay 100% of the dental premium.

**Section 11.7 Vision Insurance** BC/BS vision insurance will be offered to employees at their cost. The library will administer the plan. Coverage is contingent upon reaching the carrier's minimum participant limit, currently at 20 employees.

## SECTION 12

### MISCELLANEOUS

**Section 12.1 Library Vehicles.** The Bay County Library System shall have the responsibility for the maintenance of Library vehicles and same shall be properly maintained by an independent garage, and employees in the Library System will not be responsible for mechanical breakdowns of the equipment. Employees will not be required to operate a Library vehicle if, based on reasonable belief, it is unsafe to operate until approved by the Director. Employees operating Library vehicles shall be required to perform the preventative maintenance checklist.

Where a chauffeur's license or commercial driver's license is required, the Library System will pay the reasonable cost associated with attaining (including any retesting within the trial period) and maintaining said licenses. The Library shall not, however, be required to pay any costs associated with attaining or maintaining said licenses as a result of an employee's failure to pass any applicable tests (beyond the trial period), or due to the employee's driving record.

**Section 12.2 Mileage.** Whenever an employee is to receive mileage as provided by the Employer's policies, such mileage shall be at the rate established by the Employer through its Board of Trustees for non-bargaining unit employees.

**Section 12.3 Gender.** Masculine gender shall include feminine and vice versa.

**Section 12.4 Contracts.** The Employer and the Local 542 shall equally share the expense of providing copies of this Agreement to all full-time employees within sixty (60) days following execution of this Agreement.

**Section 12.5 Waiver.** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and undertakings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement, in writing, hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

**Section 12.6 Current Address.** It shall be the employee's sole responsibility to keep his/her current telephone number and address on file with the Employer.

**Section 12.7 Vacant Bargaining Unit Positions.** The Employer agrees that a vacant full-time bargaining unit position shall not be permanently filled by non-bargaining unit part-time employees.

**Section 12.8 New Positions.** The Employer agrees that bargaining unit positions will not be removed from the bargaining unit during the term of this contract. The determination of whether a new job classification is within the bargaining unit shall be a subject of bargaining. New positions excluded from the bargaining unit as per Section 1.1 of this Agreement shall not be subjects of bargaining.

**Section 12.9 Driver's License and Insurability.** Employees whose job descriptions require regular driving as a condition of employment, shall be required to possess a valid Michigan operator's license and drive motor vehicles on behalf of the Library System.

The Employee must notify the employer immediately when his/her driver's license is suspended and /or revoked. Failure to notify the employer shall be subject to discipline up to and including discharge.

If an employee loses his/her driver's license, or due to his/her own actions becomes uninsurable under any of the Library's insurance plans at reasonable and regular premium rates applicable to all other employees, the following shall apply. The Union and the Library shall mutually attempt to reasonably accommodate the employee's temporary limitations through transfer or otherwise. If reasonable accommodation cannot be made, then the Library agrees to give the employee a one (1) year leave of absence without pay or benefits for the purpose of gaining either readmission into the insurance program or the restoration of the driver's license. If at the end of the expiration of the one (1) year leave of absence the employee has not been readmitted into the insurance program, for whatever reason, or the employee has not had his/her valid driver's license restored, then the employee shall be discharged from employment with loss of all wages, benefits and seniority.

**Section 12.10 Personnel Manual and Policies and Procedures.** All Personnel Manuals and Policy and Procedure Manuals can be accessed from the Library's Website or Intranet. In the event that there is a conflict between any provision in a personnel manual and a provision of this agreement, the provision in this agreement shall be controlling.

**Section 12.11 Wages.**

- (a) For 2017, following ratification, each employee shall receive a one-time, off-schedule payment of 1.75% of wages to be paid in one lump sum, or divided into two payments, at the employee's option.
- (b) The Library may provide an increase in 2018, or an additional amount in other years, based upon available funds.
- (c) For January 1, 2019 and January 1, 2020, if the Library's aggregate revenue (defined as current revenue categories, and any future revenue sources paid to the library), as calculated prior to any expenses being deducted, increase from the prior year, wage scales for all employees shall increase by the same percentage increase with a minimum of .5% and a maximum of 3%.

**Section 12.13 Me Too Clause:** At any time during the time period this Agreement is in effect, if any wage and/or benefit increase is given to any Library employee beyond the scope and levels of increases given to bargaining unit employees in this Agreement, that same wage and/or benefit increase shall automatically be given to the bargaining unit employees. This section does not pertain to the Director's Position.

**Section 12.14 Safety** Employees' safety shall be a paramount consideration in every staffing decision made by management.

**Section 12.15 Termination.** This Agreement shall remain in full force until midnight, December 31, 2020 and thereafter for successive periods of ninety (90) days unless either party shall, on or before the sixtieth (60<sup>th</sup>) day prior to expiration, serve written notice on the other party of a desire to terminate or modify this Agreement. If the parties are negotiating a new Agreement, they may agree to extend the terms of this Agreement until a new contract is executed.

**Section 12.16 Vacation/Personal/Sick Time Conversion** For the first year of this agreement, employees can convert up to 5 days of Vacation/Personal/Sick hours to cash, and for each year thereafter of the agreement, employees can convert up to 2 days.

**Section 12.17 Section 125 Flexible Spending Plan** The Library will pay the Administrative Fees for those employees wishing to enroll in this plan.

**Section 12.18 Emergency Manager** To the extent required by the Public Employment Relations Act (PERA), MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (MCL 141.1501, et seq) may reject, modify or terminate provisions of this collective bargaining agreement as provided in that Act. Inclusion of this language mandated by Section 15 (7) of PERA does not constitute an agreement by the Union or the Employer to the substantive or procedural content of this language or a waiver of either the Union's or Employer's rights to raise Constitutional or other legal challenges to the validity or applicability of that Act.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representative on the dates written, below.

**BAY COUNTY LIBRARY SYSTEM**

By: Anne Harris  
Anne Harris, Chairperson  
Board of Trustees

Dated: 4/26/17

By: Trish Burns  
Trish Burns, Director

Dated: 4/26/17

By: Kevin Ayala  
Kevin Ayala, Assistant Director

Dated: 4/26/17

**UTILITY WORKERS UNION OF  
AMERICA, AFL-CIO, LOCAL 542**

By: Steve Moore  
Steve Moore, President

Dated: 3/23/17

By: James C. Harrison  
James C. Harrison, Region IV  
Sr. National Representative

Dated: 3/29/17

By: Cathy Cook  
Cathy Cook, Steward

Dated: 3-23-2017

By: Janice Sass  
Janice Sass, Steward

Dated: 3-23-2017