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12/31/2001

FOR REFERENCE

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**THE AGREEMENT BETWEEN THE DICKINSON COUNTY LIBRARY
AND THE
DICKINSON COUNTY LIBRARY EMPLOYEES,
CHAPTER OF LOCAL #1176
MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL - CIO**

Expiration Date: December 31, 2001 (60 day reopener)

Dickinson County Library

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AGREEMENT

This Agreement entered into this 1st day of January, 1999, between the Dickinson County Library Board (hereinafter referred to as the EMPLOYER) and Dickinson County Library Employees Chapter of Local 1176, affiliated with Michigan Council #25, AFSCME, AFL-CIO, (hereinafter referred to as the UNION).

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RIGHT TO MANAGE

The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used and the discontinuance of any services, material or methods of operation;
- (b) to introduce new equipment methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) to determine the size of the work force and increase or decrease its size;
- (d) to hire, assign, and lay off employees, to set hours of employment and to set times during the work day of all shifts;

(e) to direct the work force, assign work and determine the number of employees assigned to operations, to determine the qualifications required of all employees, and to reprimand, discipline, and discharge employees for just cause;

(f) to establish or discontinue job classifications and prescribe new job classifications, and to establish the number of people needed or used in all classifications;

(g) to make rules, regulations, and policies not inconsistent with the terms hereof.

All other rights not specifically relinquished by this Agreement are retained by the Employer.

ARTICLE 2. RECOGNITION (EMPLOYEES COVERED)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All employees of the Dickinson County Library, excluding the Administrative Assistant and all supervisory employees as defined by the Michigan Employment Relations Commission, excluding all employees who are regularly scheduled to work less than 12 hours each week and excluding high school pages.

ARTICLE 3. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union unless required by law.

ARTICLE 4. UNION SECURITY (AGENCY SHOP)

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by the Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of

this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 5. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph d), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to the expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) It will be the obligation of the employees to sign cards and submit them to the library administration.

(e) The Union agrees to indemnify the Employer for any damages, costs, or liability incurred by it, including costs of litigation and attorneys' fees, for any deduction made by the Employer under this Article.

ARTICLE 6. REMITTANCE OF DUES AND FEES

(a) When deductions begin. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the last pay period of the month and each month thereafter.

(b) Remittance of dues to financial officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and, further, advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7. CONTINUITY OF OPERATIONS

(a) Both parties recognize the desirability of continuous and uninterrupted operation of the Library and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive Grievance Procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interpreted during the period of this Agreement and the Union and the employees agree that they shall not directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

(b) The Employer agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any lockout.

(c) Heating and air conditioning equipment will be properly maintained and promptly repaired. The temperature in the library will be maintained at a reasonable level in both public service areas and workrooms for patrons and staff.

(d) At the Director's discretion, the library may close due to inclement weather. Employees will receive their usual compensation for hours scheduled during weather closings, regardless of actual hours worked. No compensatory time will be given.

ARTICLE 8. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairs. The employees covered by this Agreement will be represented by Stewards and a Unit Chair. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations:

Dickinson County Library - Iron Mountain

Norway Branch Library - Norway

1. The Employer will be notified in writing of the names of the stewards, and alternate stewards who would serve only in the absence of a regular steward.
2. The Chapter Chair and Stewards, during his/her working hours, without loss of time or pay, may investigate and present grievances to the employer during working hours upon approval from the Employer. Such approval shall not be unreasonably withheld.

(b) Union Bargaining Committee.

Employees covered by this Agreement will be represented in negotiations by a negotiating committee.

ARTICLE 9. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chair and the Employer or its designate representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Union and at least two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. (Conferences shall be held between the

hours of 9 a.m. and 9 p.m.). The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union, and the Employer's legal counsel.

(b) The Union representatives may meet on the Employer's property for at least fifteen (15) minutes immediately preceding the conference.

ARTICLE 10. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. The parties will attempt to solve grievances at the lowest level possible. A 'grievance' is any alleged violation of the specific terms of this Agreement. The Grievance Procedure shall be as follows:

Step 1: Any employee who believes he or she has a grievance, or the Union, shall present such grievance on an informal basis to the Library Director or designee within twenty (20) working days of the events giving rise to the grievance.

Step 2: If the grievance is not resolved within five (5) working days, after the informal presentation in Step 1 above, the grievance shall be reduced to writing and submitted to the Library Director or designee within five (5) working days. The written grievance shall specify which section(s) of the Agreement the grievant or the Union claims have been violated. The grievance shall be in writing on a form agreed to by the parties hereto and shall be signed by the grievant and/or representative of the Union. The Library Director shall, within ten (10) working days of receipt of the grievance, meet with the grievant and a representative of the Union in an effort to resolve the grievance. The Library Director shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the grievant and the Union.

Step 3: If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievant and/or the Union shall request the Director to transmit the written grievance to the Board of Trustees of the Library. The Board of Trustees, no later than its next meeting, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union.

Step 4: If the Union or grievant is not satisfied with the disposition of the grievance, after Step 3 above, the grievance may be appealed to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal must be taken within forty-five (45) calendar days of receipt of the answer from the Board of Trustees, shall be in writing and shall specify the grievance. The Arbitrator shall be chosen from the panel furnished by the American Arbitration Association (AAA) in accordance with their rules. The forty-five (45) day requirement of

filing the appeal specifically means that the appeal should be received by AAA within said forty-five (45) day period of time.

The Arbitrator, in making his/her decision, shall not change, alter or modify nor shall he/she add to or subtract from any term or provision of this Agreement and shall be limited to deciding whether the Employer has violated expressed Articles or Sections of this contract. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them.

In addition to the other restrictions in this Article, the arbitrator shall have no power to rule on the termination of services of or failure to re-employ any probationary employees, such actions shall be at the sole discretion of the Employer.

The fees and expenses of the Arbitrator shall be borne equally between the Employer and the Union.

The time limits provided in this Article shall be strictly observed except that limits may be extended by written agreement of the parties. In the event the Employer fails to respond to the grievance within the time limits at any step of the procedure the grievance may be appealed to the next level. In the event the Union fails to appeal a grievance to the next step of the procedure the grievance shall be deemed withdrawn by the Union. For the purpose of this Article "working days" shall be defined as: Monday through Friday excluding Saturday, Sunday and holidays recognized by the Agreement.

The grievant has the right to have a representative of the Union present during any Steps of the Grievance Procedure.

A grievance may be withdrawn at any level without prejudice.

ARTICLE 11. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 12. DISCHARGE AND SUSPENSION

(a) The Employer agrees to use progressive and corrective discipline.

In cases of discipline and discharge, employees will be informed as to the nature of the business for which the Director or designee may require their presence in a meeting. In such cases the Employee shall be entitled to have a Union Representative present prior to and during discussion of the matter.

(b) Notice of Discharge and Suspension.

The Employer agrees, promptly upon the discharge or suspension of the employee, to notify, in writing, the employee and his/her steward of the discharge or suspensions.

Said written notice shall contain the specific reasons for the discharge or suspension, and shall be made in duplicate. Each copy shall be signed by both parties (i.e., the Employer

and the suspended or discharged employee). The signing by the suspended or discharged employee indicates only he/she received the written notice. It does not indicate concurrence. One of the signed notices shall be retained by the Employer. The other signed notice shall be given to the employee.

(c) Upon request, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or the designated representative will discuss the discharge or suspension with the employee and the steward.

(d) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.

(e) Use of Past Records.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously.

ARTICLE 13. PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first four (4) months (full time employees) and six (6) months (part time employees) of their employment. Such period may be extended upon mutual agreement between the parties. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day (4 to 6 months) prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Effective January 1, 1985 all new hires must be residents or become residents of Dickinson County within thirty (30) days of commencement of work.

(d) For all purposes except the provisions set forth in Article 35., a full-time employee shall be defined as working 1950 hours or more per year.

ARTICLE 14. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) Seniority shall be computed on total hours paid, overtime shall be considered one hour paid instead of time and one-half.

(c) The seniority list on the date of this Agreement will show the names, job titles, date of hire, total hours worked of all employees of the unit entitled to seniority.

(d) The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chair with up-to-date copies at least semi-annually.

ARTICLE 15. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He/she is absent for three (3) consecutive working days except for extenuating circumstances, without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. For a proper reason(s), exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) Layoff for three (3) consecutive years.

ARTICLE 16. LAYOFF DEFINED

(a) The word, "Layoff" means a reduction in the work force due to a decrease of work.

(b) In the event it becomes necessary for a layoff the Employer shall meet with the proper union representatives as soon as possible, but at least seven (7) days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first, providing the remaining employees have the required qualifications to carry out the necessary work assignments.

(d) Employees to be laid off will receive at least seven (7) days advance notice of the layoff.

ARTICLE 17. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first, providing that he/she has the required qualifications to perform the available work. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he/she shall be considered a quit. In proper cases exceptions may be made.

ARTICLE 18. TRANSFERS

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to the position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement, as though they never left the bargaining unit.

ARTICLE 19. JOB POSTING & BIDDING PROCEDURES

(a) All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies shall be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working day posting period. The senior employee applying for the position who meets the required qualifications shall be granted a four-week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

(b) The job shall be awarded or denied to present workers within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given verbally to the employee and his/her steward. The Employer shall furnish the Chapter Chair with a copy of each job posting at the same time the posting is posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chair with a copy of the list of names of those employees who applied for the job and, thereafter, notify the Union's Chapter Chair as to who was awarded the job.

(c) During the four week trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 20. LEAVES OF ABSENCE

(a) Employees qualifying for leave under the Family Medical Leave Act (FMLA) shall be entitled to leave according to provisions of the Act. Employees may utilize accrued paid time off if available. In addition, leaves of absence, without pay, not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Maternity/adoption leave.
2. Illness leave (physical or mental).

(b) Leaves of absence, without pay, not to exceed two (2) years may be granted, by the Employer, at its sole discretion, in writing, without loss of seniority for:

1. Prolonged illness in the immediate family.
2. Educational leave.
3. Serving in any elected or appointed position, public or union.
4. Other leaves as deemed appropriate by the Employer.

(c) The employee shall not receive any fringe benefits while on leave of absence unless covered by paid sick leave, except that the Employer will pay the premium (employee co-pay) for hospitalization medical coverage for the employee during an employee's absence as a result of any injury, illness, or maternity while incapable of working up to six (6) months after such sick leave has expired provided the employee has worked six (6) months prior to the leave of absence.

(d) The employees shall not accrue seniority while on any leave of absence granted by the provisions of this Agreement. Employees shall retain their seniority after the leave of absence has been terminated.

(e) Members of the Union selected to attend a function of the Union shall be allowed time off with loss of pay to attend. Time off to attend said functions will not be unreasonably withheld.

(f) Employees on leave of absence may continue under the health insurance provisions at the employee's expense and in accordance with the insurance carrier's regulations.

ARTICLE 21. VETERANS. REINSTATEMENT OF.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 22. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each library which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 23. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

ARTICLE 24. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are ill for a period of over thirty (30) days or on a leave of absence for over thirty (30) days will be granted to the senior employee who meets the minimum requirements of such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Such employee will receive the applicable fringe benefits (i.e., medical coverage for working 30 plus hours per week) upon completion of six (6) months in this position.

A limited term employee may be hired for a specific project not to exceed six (6) months duration unless extended by mutual agreement between the parties. These limited term employees shall not be required to become members of the bargaining unit.

ARTICLE 25. JURY DUTY AND WITNESS SERVICE

An employee who serves on jury duty or as a witness will be paid the difference between his/her pay for jury duty or witness fee and his/her regular pay.

ARTICLE 26. WORKER'S COMPENSATION (ON THE JOB INJURY)

Each employee will be covered by the applicable Worker's Compensation laws. The Employer further agrees that an employee who is injured during the course of his/her employment and is disabled for a period of one (1) week or less shall be paid an amount of his/her regular income for said period of time.

ARTICLE 27. WORKING HOURS. SHIFT PREMIUM & HOURS.

(a) The regular work shifts at the Main Library shall be defined as follows:

9 a.m. to 5 p.m.

1 p.m. to 9 p.m.

*Exceptions may be made upon mutual agreement of the parties involved.

Employees on said shift will be entitled to a thirty (30) minute unpaid lunch period.

The aforementioned shifts shall not be applicable to the Main Library custodian who's normal shift shall be:

12 a.m. to 8:30 a.m. with an unpaid thirty (30) minute lunch period, or such hours that are mutually agreeable to the Employer and the Union.

(b) Employees may take a paid coffee break for 15 minutes in the A.M. and also a paid coffee break for 15 minutes in the P.M., or the first half and second half of their regular shift, whichever may apply.

(c) Any employee called into work will be guaranteed three (3) hours of pay at the applicable rate including any premium.

(d) Shift Differential: \$.35 per hour* after 5:00 p.m. including all day Saturday except for custodians who will receive \$.10 per hour.

*Effective January 1, 2000 said differential shall increase to \$.45 per hour and January 1, 2001 to \$.55 per hour.

(e) Shift changes and split shifts may occur upon mutual agreement between the parties.

(f) When vacancies occur on a preposted schedule, additional hours shall be offered in the following manner:

*To available part-timers who are not already scheduled, by seniority.

*As overtime to available employees who are not scheduled, on a rotating basis.

ARTICLE 28. SICK LEAVE

(a) All employees covered by this Agreement shall accumulate one (1) sick day per month, not to exceed twelve (12) days per year, with one hundred ten (110) days maximum accumulation for 1997 and one hundred twenty (120) days maximum accumulation for 1998. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

Upon MERS retirement, an employee shall receive one-half of his/her unused accumulated sick leave at his/her regular rate of pay, up to a maximum accumulation of one hundred (100) days. Such payout may be taken as cash or time off at the option of the employee.

(b) Employees may donate sick leave hours/days to a fellow employee in cases where the employee or a member of the employee's immediate family (spouse, children, stepchildren, parents) is suffering from an extended serious health condition. A serious condition is one which involves continuing active treatment by a physician for a chronic or long term health condition that is incurable or so serious that, if not treated, would most likely result in death.

A sick leave donation form must be signed by the donating employee and witnessed prior to any hours/days being transferred. (see appendix A)

ARTICLE 29. FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: spouse, children, parents, parents-in-law, grandchildren, grandparents (but not grandparents-in-law), and brothers and sisters.

An employee shall be allowed three (3) working days for travel over 100 miles and two (2) working days for 100 miles or less with pay as funeral leave days deducted from sick leave for a death of a relative outside the immediate family as follows: aunts, uncles, nieces, nephews, brothers-in-law, and sisters-in-law.

In both paragraphs above, the employee must actually attend the funeral to obtain the benefits.

ARTICLE 30. PERSONAL LEAVE

A non-probationary employee shall be allowed two (2) personal days off work with pay not chargeable to sick leave or vacation. Personal leave days are not cumulative from one year to the next. Such leave cannot be relinquished without Administrative approval when a replacement has been scheduled.

ARTICLE 31. HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

New Year's Day	Labor Day
3 Hours on Good Friday (12 noon to 3:00 p.m.)	Thanksgiving Day
Memorial Day	1/2 day preceding Christmas
Independence Day	Christmas Day
	1/2 day preceding New Year's Day

Holiday closings are as follows:

Easter Sunday
Memorial Day Sunday
Labor Day Sunday

The Library will close at 5:00 p.m. the Wednesday before Thanksgiving.

Two (2) floating holidays shall be granted at the employee's option providing a two (2) week notice has been given and providing no more than one (1) employee may take a floating holiday on the same date. Conflicts arising over such scheduling shall be awarded to the most senior employee. Floating holidays shall not be carried over to the next year.

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b) Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

ARTICLE 32. TIME AND ONE-HALF

Time and one-half will be paid as follows:

- (a) For hours actually worked in excess of 37-1/2 hours per week; or for all hours actually worked in excess of 40 hours per week if this is the employee's normal work week.
- (b) For all hours worked on Sunday.
- (c) For all hours worked on a holiday.

ARTICLE 33. VACATION ELIGIBILITY

An employee will earn credits toward vacation with pay in accordance with the following schedule:

First year employees earn vacation time at the rate of one (1) day every 2.4 months.

One (1) year: Five (5) days

Two (2) years: Ten (10) days

After two (2) years, employees shall earn one (1) additional day per year up to a maximum of twenty-one (21) days per year.

Upon leaving employment in good standing, employees are entitled to any accumulated vacation pay.

ARTICLE 34. VACATION PERIOD

(a) Vacations shall be granted at such times during the year as requested by the employee, and approved by the Director, or designee. Such leave cannot be relinquished without Administrative approval when a replacement has been scheduled.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during their vacation, a written doctor's notice for the period in which the employee was ill may be submitted to the Employer. The employee may thereafter reschedule this portion of their vacation. In the event the incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

(e) Requests for vacation time off shall be granted according to seniority. Employees may report their choice of vacation dates by May 1 of each year. Seniority will prevail when there are conflicts of date choices.

(f) Employees may carry over vacation accumulation from the preceding year, but not more than seven (7) days.

(g) If an employee is laid off, retires, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

(h) Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35. PART-TIME BENEFITS

Pro-rated benefits for part-time employees shall apply for vacation, sick leave, holidays, funeral leave, if they are scheduled to work.

Part-time employees may enroll under the current pension plan provided they work 1040 hours or more per year.

Health insurance coverage shall be paid for employees who work thirty (30) hours or more per week.

ARTICLE 36. PAY ADVANCE

(a) If a regular payday falls during an employees vacation, or regular day off, he/she will receive that check in advance before going on vacation or on his/her day off.

ARTICLE 37. HOSPITALIZATION MEDICAL & DENTAL COVERAGE

(a) The Employer and Employee agree to share the cost of the premium for MEBS hospitalization medical coverage as defined below. The Employee contribution shall be as follows:

Full family	\$15.00 per month
2-person	\$10.00 per month
Single	\$ 8.00 per month

Any annual increase in health insurance premiums exceeding the 1998 base year rates (single--\$261.63 monthly; 2 person--\$545.67 monthly; family--\$621.99 monthly) taken in aggregate plus 5% for each year thereafter shall be paid by the employee.

The Employer agrees to provide employees working 30 or more hours per week with the following health insurance coverage:

MEBS Schedule of Benefits:

3 Star LA Low Option	Class I
\$5 Rx NPA	
3 Star Vision (24 month)	Class I
Trust Alternative Dental	Class I
50/50/50	
Base Life and Options	Class I

An employee who is covered under another hospitalization plan shall have the option as described above or may choose payment of \$1,000 per year in lieu of health insurance. Such payment shall be made to the employee on or before **December 1** of each year.

The Employer shall establish a 125 Plan.

(b) The Employer and Employee agree to share the premium (as noted in 37a) for hospitalization medical coverage for the employee during an employee's absence as the result of any injury, illness or maternity up to six (6) months.

(c) The Employer and Employee agree to share the premium (as noted in 37a) for dental coverage for the employee, the plan to be the same as provided to Dickinson County Courthouse employees.

(d) For any employee of the Employer as of January 1, 1995; the Employer will pay one-half of the hospitalization premium for any full-time employee who retires at age 62 under the MERS system. At age 65, the Library will pay the entire premium for supplemental hospitalization of any such employee.

(e) If national health care legislation is adopted, either the Employer or the Union can insist that the entire area of health insurance be reopened. The parties shall then negotiate on the entire area of health care and health insurance plans for employees. Such negotiations may include adoption of a new health care arrangement, insurance, or plan.

(f) Upon retirement or severance, the employee will be informed of his/her options and allowed to exercise his/her choice of options.

ARTICLE 38. LIFE INSURANCE COVERAGE

(a) The Employer agrees to pay the full premium for term life insurance plan for each employee who is included under the current medical coverage, face value of \$5,000 while employed or on layoff for a period of one (1) year or less.

ARTICLE 39. RETIREMENT

Full-time employees and part-time employees who work more than 1040 hours annually have the option of enrollment in the Municipal Employees Retirement System. The employee contribution shall equal 2% of gross earnings as of the first pay period in April, 1995.

ARTICLE 40. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Additional fringe benefits or addition(s) to fringe benefits which mean an added cost to the library may be obtained only through union negotiations and only with prior knowledge of the Director and Library Board.

ARTICLE 41. UNEMPLOYMENT INSURANCE

The Employer agrees to conform to the applicable State and Federal laws pertaining to unemployment compensation for the employee covered hereunder.

ARTICLE 42. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effective prior to notifying the Union. In the event the Employer intends to consolidate, such notification shall be for the purpose of making the Union aware of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

ARTICLE 43. CONTINUING EDUCATION

(a) Full-time and regular part-time employees who have completed their probationary period are eligible to participate in the continuing education program. The purpose of the program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or help them to prepare to advance to targeted positions of greater responsibility within the structure of the facility.

(b) Eligible employees wishing to participate in the program shall complete a proposed Continuing Education Plan, detailing all proposed educational courses and their relationship to the employee's career goal with the Employer, identifying the targeted position. The employee shall submit the completed plan to the Director with a request for reimbursement for applicable core curriculum courses and approved elective courses. Upon authorization, the Director will forward the completed plan, with recommendation, to the Library Board for final approval. To be considered valid, the plan and reimbursement request shall be approved by both the Director and the Library Board. Continuing Education Plans not completed and fully processed prior to the start of class(es) may be denied at the discretion of the Director.

(c) To be approved for inclusion in the Continuing Education Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Library Board. Reimbursement approvals will be at the discretion of the Library Board, based on availability of funds, course relevance to the job, tuition costs, equitable distribution of educational funds to staff, facility needs for targeted positions, and other criteria related to the operation of the facility.

(d) Upon successful completion of an approved educational course, the employee shall request the institution at which they are enrolled to submit a transcript of grades, and a statement of tuition costs, to the Director. Provided the employee earns a final grade of "C" or equivalent at the undergraduate level or "B" or equivalent at the graduate level, tuition cost will be reimbursed 100% for each approved course. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the continuing education program.

(e) Should an employee's employment with the facility be separated for any reason within one calendar year following reimbursement of tuition expenses, the employee must repay the facility for all such tuition reimbursement and such amount, if not previously paid, may be deducted from any amounts owing to the employee following notice of separation. By accepting tuition reimbursement the employee specifically agrees that any such amounts to

be repaid may be deducted from any payroll or other checks otherwise owed to the employee.

(f) Courses must be taken outside of work hours.

ARTICLE 44. WORKSHOPS

(a) Employees may request to attend available workshops by making their desire known to the Director or designee. Requests for attendance should include rationale supporting why the employee wishes to attend and the benefits of such workshop to the library.

(b) Management reserves the right to require attendance at specified workshops.

(c) Requests for workshop attendance will not be granted by seniority. All such requests shall be granted or denied within seven (7) working days of receipt.

ARTICLE 45. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer. The Agreement shall be prepared within ninety (90) days after completion of negotiations.

ARTICLE 46. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 2001.

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

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to Michigan Council #25, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to the Dickinson County Library, 401 Iron Mountain Street, Iron Mountain, MI 49801; or to any such address as the Union or the Employer may make available to each other.

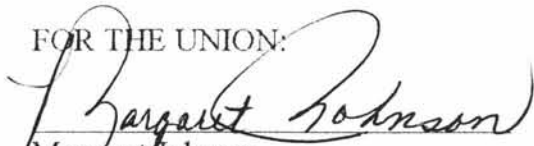
ARTICLE 47. EFFECTIVE DATE

This Agreement shall become effective as of the date of execution.


ARTICLE 48. SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

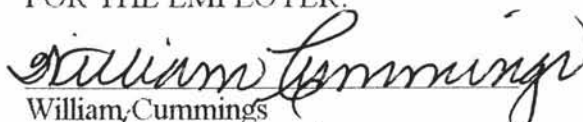

Margaret Johnson

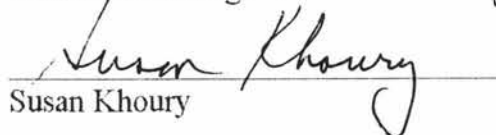

Martha Allen


Barbara Ward


Shana Harvala

FOR THE EMPLOYER:


William Cummings


Susan Khoury

5-26-99
Date

ARTICLE 49. WAGE SCALE.

The parties agree to modify the current wage scale as well as the current employees wages as follows:

Effective 1/1/99	Three percent (3%)
Effective 1/1/2000	Three percent (3%)
Effective 1/1/2001	Thirty cents (\$.30) per hour

1999	START	6 MONTHS	1 YEAR
Library Assistant	\$7.00	\$7.42	\$7.93
Library Associate II	\$7.88	\$8.29	\$8.81
Library Associate I	\$8.29	\$8.81	\$9.48
Librarian	\$12.15	\$12.67	\$13.70

2000	START	6 MONTHS	1 YEAR
Library Assistant	\$7.21	\$7.64	\$8.17
Library Associate II	\$8.12	\$8.54	\$9.07
Library Associate I	\$8.54	\$9.07	\$9.76
Librarian	\$12.51	\$13.05	\$14.11

2001	START	6 MONTHS	1 YEAR
Library Assistant	\$7.51	\$7.94	\$8.47
Library Associate II	\$8.42	\$8.84	\$9.37
Library Associate I	\$8.84	\$9.37	\$10.06
Librarian	\$12.81	\$13.35	\$14.41

Advancement on the scale depends on the number of hours worked by an employee. Those employees who work in a 1950 hour per year classification, even if part-time, would have to work 975 hours for a 6 month movement and 1950 hours for a one year movement. Those employees who work in a 2080 hour per year classification, even part-time, would have to work 1040 hours for a six month movement and 2080 hours for a one year movement.

All newly hired employees shall be paid according to the scale set forth above.

ARTICLE 50. LONGEVITY

The Employer shall make a longevity payment once annually to employees at the time they receive their first paycheck in November, 1999, and on the same date in 2000 and 2001. This longevity payment shall be based on the hours in place for each employee as of October 31, 1999; October 31, 2000 and October 31, 2001. The payment shall be calculated as follows:

From 5 times 1950 hours to 10 times 1950 hours, a \$200 payment.

From 11 times 1950 hours to 15 times 1950 hours, a \$300 payment.

From 16 times 1950 hours to 20 times 1950 hours, a \$400 payment.

From 21 times 1950 hours or any hours in addition, a \$500 payment.

These payments shall not be included or 'rolled in' to any salary scale or percent increases provided for in this Agreement.

APPENDIX A

Dickinson County Library
Sick Leave Donation Form

I _____ wish to donate

_____ hours/days to _____.

I understand that these hours/days are non-refundable, except in cases
where such days are not utilized.

Signed: _____ Date: _____

Witnessed: _____ Date: _____

I wish / do not wish to have my donation remain confidential.