AGREEMENT

Between

BOARD OF LIBRARY COMMISSIONERS

GRAND RAPIDS PUBLIC LIBRARY

And

GRAND RAPIDS PUBLIC LIBRARY

EMPLOYEES ASSOCIATION,

SUPERVISORY UNIT II

affiliated with

THE GRAND RAPIDS EMPLOYEES

INDEPENDENT UNION

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This Agreement entered into on this 30th day of June, 1992, between the BOARD OF LIBRARY COMMISSIONERS (hereinafter referred to as the "Employer") and the GRAND RAPIDS PUBLIC LIBRARY EMPLOYEES ASSOCIATION, SUPERVISORY UNIT II, affiliated with THE GRAND RAPIDS EMPLOYEE INDEPENDENT UNION (hereinafter referred to as the "Union"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, safety and other conditions of employment.

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

Section 1. 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:

Unit II - All regular full-time Supervisory employees of the Employer; excluding employees who are not Supervisors, Confidential employees, and Executive employees. The specific classifications included in Unit II are shown in Appendix A of this agreement.

A list of all employees presently in the units described above has been agreed upon for purposes of identification.

Section 2. The bargaining unit consists of all employees listed in Section 1 or which may hereafter be added thereto or changed as hereinafter provided, and excludes all other employees not specifically included in Section 1 as it now exists or is changed in accordance with this Agreement.

ARTICLE 2

UNION SECURITY AND DUES CHECK-OFF

Section 1. The Employer will make available to all employees of the bargaining unit, within a reasonable period of time following the execution of the contract, a copy of this Agreement at no cost to the Union.

Section 2. It shall be a condition of employment that all present and future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a Service Charge in an amount equal to regular monthly Union dues commencing thirty (30) days after the effective date of this Agreement or the beginning of their employment, whichever is later. It shall be the responsibility of the Union to obtain a Union dues or Service Charge deduction authorization from employees.

Section 3. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct Union membership dues or Service Charges from the employee's pay on each payday.

Section 4. Remittance of Dues to Financial Officers. Deductions shall be remitted to such address designated, to the Treasurer of the Grand Rapids Employees Independent Union with an alphabetical list of names of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted. The Employer shall additionally indicate the amounts deducted and notify the Treasurer of the Union of the names of the employees who, through a change in their employment status, are no longer subject to deductions and further advise said Treasurer by submission of an alphabetical list of all new hires since the date of submission of the previous remittance of dues.

Section 5. The Union will indemnify and hold the Employer harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 6. The Union agrees to refund to the employee any amount improperly deducted by the Employer and to limit the Employer's liability to the remittance of dues actually deducted from the employee's pay.

Section 7. The Union agrees to refund to the Employer any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

Section 8. The Employer agrees that it will not make a series of consecutive seasonal hires for the purpose of filling a permanent bargaining unit position provided for in the budget. Likewise, it will not lay off a permanent full-time employee and assign that employee's work to two (2) or more part-time employees.

ARTICLE 3

EMPLOYER SECURITY

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against the Employer or any slowdown or other interruption of or interference with the normal functions of the Employer. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge. However, any employee who is accused of violating this provision and denies such alleged violation may appeal to the grievance procedure. Upon a finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by the Employer shall not be disturbed.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, the Management of the Library and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, together with the right to determine the methods, processes, and manner of performing work, are vested exclusively in the Employer. The Employer, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

ARTICLE 5

SUBCONTRACTING OF BARGAINING UNIT WORK

Section 1. The Employer shall have the right to contract and subcontract work when it is not feasible or economical for the Library employees to perform such work. Such right shall not be exercised for the purpose or intention of undermining the Union nor for the purpose or intention of discriminating against any bargaining unit member.

Section 2. No permanent position will be abolished through subcontracting without giving the Union thirty (30) days advance notice. During the thirty (30) day notice period, representatives of the Employer and the Union will meet for the purpose of reviewing the Library's analysis of the supporting feasibility or economic necessity as required. This provision is intended to afford the parties an opportunity to review the conditional requisites to subcontracting and to afford the Union an opportunity to make a proposal or adjustments which would eliminate the need to subcontract.

Section 3. Upon exercise of the right to subcontract as identified in this Article and when bid specifications are drawn up, the Union shall be furnished with copies of same as soon as such information is available but, in any event, no later than the time the specifications are released to the contractors. The Union shall also be provided with the results of the bidding process.

ARTICLE 6

UNION REPRESENTATIVES

Section 1. Employees within the bargaining unit shall be represented by a Chief Steward, one Steward, and one Alternate Steward. The Union shall furnish the Employer with a list of the names of the Union Representatives and their assigned areas and shall keep the list current at all times.

Section 2. When requested by an aggrieved employee, a Steward shall be scheduled as soon as possible to investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation (including reducing the grievance to writing if necessary). He or she shall be allowed reasonable time therefor if during his or her working hours, without loss of time or pay, upon notification and approval of a Library Executive Employee. Time spent for such purposes shall be recorded.

Section 3. When an employee presents his or her own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefore, paid at his or her regular rate, upon notification and approval of a Library Executive Employee.

Section 4. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or other employees, and only with the permission of the employee's immediate Supervisor.

Section 5. In the event the regularly assigned Steward is not available, the Chief Steward shall be called and if the Chief Steward is not available, the Alternate Steward shall be called.

Section 6. The Steward or Chief Steward shall be allowed reasonable time, paid at his or her regular rate, during his or her regularly scheduled workday to confer with the Employer on matters affecting the administration of this Agreement, upon notification and approval of the Steward's or Chief Steward's immediate Supervisor.

ARTICLE 7

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will not include more bargaining unit members who are employees of the Library than as follows:

UNIT II - Chief Steward, one (1) other bargaining committee member.

It may also include two non-employee representatives of the Union. The Union will give to the Employer in writing the names of its employee representatives on the bargaining committee prior to the expiration of the Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to the Employer.

Section 2. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee person.

Section 3. When a negotiation meeting is scheduled on a Union Bargaining Committee member's regularly scheduled work day, the Employer will attempt insofar as practical to include the time of such meeting as part of that employee's regular work schedule that day.

ARTICLE 8

SPECIAL MEETINGS

Section 1. The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to re-negotiate this Agreement. Special meetings shall be held within ten (10) working days of the receipt of the written request and shall be held between 8:00 a.m. and 4:00 p.m., at a

mutually agreeable time and at a place designated by the Employer. Each party shall be represented by not more than three (3) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Grievance.

a. A grievance is any dispute, controversy or difference between the Employer and a bargaining unit employee or employees on any issue(s) with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

b. A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied. A grievance may be amended at any time prior to its submission to arbitration.

c. At any step, the Employer or the Union shall have the discretion to consolidate or combine multiple grievances relating to a single incident.

Section 2. Grievance Time Limits and Election of Remedies.

a. Any grievance not initiated, advanced to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by the Employer if the Union does not advance it to the next step within the time limits; or on the basis of the Union's last demand if the Employer fails to give its answer within the time limit. Time limits may be extended only by mutual written agreement of the Union and the Employer.

b. It is further expressly agreed that if any proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, whether

by an employee or by the Union, then such administrative or judicial proceedings shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. It is understood that this subsection 2.b. does not apply to a Union response to court proceedings initiated by the Employer.

Section 3. Grievances will be processed in the following manner and within the stated time limits:

Step 1

(MEETING)

A grievance shall be initiated under this procedure by a Union Steward advising the Business Manager that a grievance may exist and the matter is being investigated. (The Steward shall contact the Assistant Director of the Library if the Business Manager is not available.) As soon as possible, the Business Manager shall schedule a meeting with no more than three representatives from the Union and no more than three representatives from the Employer. The Union shall be responsible for informing the Business Manager which employees will be attending the meeting so that the Business Manager will be able to have such employees released from work for the meeting. The parties shall discuss the facts that lead up to the grievance and shall attempt to resolve the matter. The grievance must be presented at this step within fourteen (14) calendar days after occurrence of the event giving rise to the grievance, not including the day of occurrence, provided the employee(s) had knowledge of the occurrence or reasonably should have had knowledge of the event.

Step 2

(WRITTEN GRIEVANCE)

a. If the grievance is not settled at Step 1, the grievance shall be reduced to writing and presented to the Library Director within seven (7) calendar days after the meeting held under Step 1. The Library Director shall reply to the grievance in writing within ten (10) calendar days after receipt of the written grievance. Such reply will be given to the Steward either personally or by mail postmarked no later than the last day specified herein for such reply.

b. The Union may initiate its grievances at this Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. A Union grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated or is one in which the action complained of represents Library policy which is claimed to violate a provision of this Agreement. Such grievances must be initiated within fourteen (14)

calendar days of their occurrence, not including the day of occurrence, and shall be answered in writing within ten (10) calendar days of presentation, not including the day of presentation. If the grievance is not settled by the Employer's answer, the grievance may be appealed to Step 3.

c. The Union shall initiate grievances involving suspensions or discharges at the second step. With such grievances the parties shall comply with the time limits as set out in paragraph b. of Step 2.

Step 3

(PRE-ARBITRATION)

a. If the matter remains unresolved and the Union wishes to carry the matter further, the Union will notify the Library Director in writing of its intent to refer the matter to arbitration. Such notice will be sent within thirty (30) calendar days after the Library Director's response at Step 2. Within seven (7) calendar days thereafter, the Library Director will contact the Union and schedule a pre-arbitration conference. The purpose of the pre-arbitration conference shall be to attempt to resolve the dispute. If the matter cannot be resolved, the parties shall do the following:

1. Select an arbitrator from the list below in Paragraph b.

2. Exchange evidence. Only that evidence which is exchanged at pre-arbitration may be submitted to arbitration unless the parties mutually agree otherwise.

3. Exchange witnesses.

4. If possible, prepare a Stipulation of Facts.

b. The parties shall select the arbitrator by alternately striking names from the following list until one name remains:

Elliot Beitner	David Grisson
Elaine Frost	Malcolm House
Ruth Kahn	George Roumell, Jr.

c. The Employer and the Union may each have two (2) representatives at the pre-arbitration. The parties may have additional representatives at the pre-arbitration only upon the mutual agreement of both parties.

Step 4

(ARBITRATION)

a. If the parties are unable to settle the matter at Step 3, the matter shall proceed to arbitration. The power of the arbitrator shall be limited to the interpretation and application of the expressed terms of this Agreement and shall have no power to alternate, add to, subtract from or otherwise modify the terms of this Agreement as written. The arbitrator shall have the power to determine whether or not a grievance is arbitrable. The arbitrator's decisions on grievances within his or her jurisdiction shall be final and binding on the employee or employees involved, the Union and the Employer.

b. In disciplinary cases involving stealing by employees and/or possession, sale or use of illegal drugs or narcotics during work hours or while on Library property, the parties agree that such violation shall be considered proper cause for summary discharge. In such cases, the arbitrator shall be limited to a determination of facts only and shall have no authority to modify the penalty imposed. Such violation shall not be construed as exclusive proper cause for discharge.

c. The fees and expenses of the arbitrator shall be paid by the party which loses the arbitration, except as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration, except that the Chief Steward may attend the arbitration hearing without loss of pay or benefits.

ARTICLE 10

PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages and fringe benefits shall be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

Section 2. No claim for back pay or wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and fringe benefits. However, any such award may be decreased by such earnings received from other employment or unemployment compensation during the recognized entitled period.

ARTICLE 11

DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline, a representative of the Employer shall give prompt notice thereof to the employee. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays and the day of occurrence.

Section 2.

a. When an employee who is questioned in circumstances in which he or she has reasonable grounds to believe may lead to disciplinary action, the employee has the right to request that a Steward be present.

b. The affected employee will be allowed to discuss his/her discharge or discipline with his or her Steward. In the case of discharge or suspension, the Employer will make available a room where the employee may discuss the matter with the Steward before being required to leave the Employer's property.

Section 3. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, provided the employee is not subjected to disciplinary action, during the three (3) year period. In the event an employee completes three (3) years of service without a disciplinary action, letters of warning and/or suspension over three (3) years old shall be permanently removed from his/her personnel file upon request.

Section 4. Every employee shall be entitled to and shall receive a copy of any and all notices or complaints filed by an employee, supervisor or any other person in the employee's personnel file which relates to, is or may be made the basis for disciplinary action, up to and including discharge of such employee by the Employer. The provisions of the Employee Right to Know Act (Act 397 of P.A. 1978) shall apply to Library personnel records.

Section 5. If the Employer has reason to warn or reprimand an employee, it should be done in areas of the Library where it would not be overheard by other employees or patrons. Union employees will do the same if they wish to complain to a Supervisor.

ARTICLE 12

SENIORITY

Section 1. Definition:

Seniority shall mean the status attained by length of continuous service with the Library in a bargaining unit. Seniority shall include continuous service time with the Library and/or the City of Grand Rapids for those employees of record employed by the Library in a bargaining unit as of January 1, 1985.

Section 2. Accrual of Seniority:

a. Seniority begins with the most recent date of entering service with the Library as a bargaining unit employee. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their social security number, the person with the highest last digit having the greater seniority. Two (2) or more persons who have the same date of promotional seniority within a specific class shall have their relative seniority determined by their date of hire, the person hired first having the greater seniority.

b. All original appointments into the Library service shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Employer may remove a probationary employee, who shall have no recourse to the grievance procedure.

Section 3. Loss of Seniority:

Employees lose their seniority for the following reasons:

a. Discharge

b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Library, and who has no legitimate reason for not notifying the Library of his or her absence, may be considered as having resigned.

c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

d. Unexcused failure to return to work after expiration of a formal Leave of Absence.

e. Retirement

f. Layoff for a continuous period of one (1) year or the length of the employee's seniority, whichever is greater.

g. Taking a Library position outside of the bargaining unit when the length of the employee's seniority is less than the time the employee has worked outside of the bargaining unit.

Section 4. Seniority Lists:

The Employer shall maintain seniority lists of employees, arranged in alphabetical order, showing the employee name, job title, date of hire, and the seniority date for the employee's current classification. The Employer shall furnish a copy to the Chief Steward and Grand Rapids Employees Independent Union in March and September of each year. In the event that conditions beyond the general control of the Employer prevent preparation of seniority lists as herein provided, the Employer will so inform the Union, giving the reasons for the delay and the projected preparation date.

Section 5. Application of Seniority:

Seniority shall apply for purposes of vacation, layoff and recall, promotions, transfers and permanent schedule changes, all as otherwise provided in this Agreement.

a. Promotions and Transfers:

Vacancies in the bargaining unit which the Employer intends to fill shall be posted for a period of at least five (5) days during which interested employees may apply. The following guidelines shall apply:

1. Employees who meet the minimum requirements are eligible to take promotional examinations as may be given by the Library. A passing score on an examination shall be effective for one year following the date of the examination in the event of other openings within the same classification for which the employee applies.

2. Where the Employer determines the ability of several applicants to be relatively equal, the total seniority with the Library will prevail in making the appointment.

b. Promotional Trial Period:

Employees who are promoted pursuant to the provisions of subsection a. above shall be required to serve a six (6) month trial period. An employee shall be evaluated at a point midway through the trial period and at the end of the trial period. The appointment shall become final if the evaluation at the end of six (6) months shows the employee's performance to be satisfactory. If the employee's performance is not satisfactory, the employee shall be returned to his/her previous position. During the first month of the trial period, the employee may

elect to return to his/her previous position. After the first month, the employee may return to his/her position only upon approval of the Employer.

c. If the Employer determines that the qualifications of applicants for promotion or transfer to a vacant position are not relatively equal to those of other applicants for the position or that a promoted employee's performance is not satisfactory, reasons therefore shall be submitted to the applicant or employee in writing.

d. Non-Bargaining Unit Personnel:

1. When an employee leaves the bargaining unit yet remains a Library employee, the employee shall retain his/her seniority, however, the employee shall not accrue additional seniority. This section is to be read in accordance with Section 3.g. of Article 12.

2. For the purposes of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity, seniority shall in all cases be measured by an employee's total service with the Library as a full-time employee except as exempted by Article 12, Section 1 of this contract.

3. A laid-off Library employee who is outside of the bargaining unit, and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member. This provision of the contract is to be read in accordance with Article 13 of this contract.

4. A Library employee who is outside of the bargaining unit, and who has accumulated seniority within the unit, may use only that seniority accumulated within the unit when applying for a vacant position or a promotional position within the bargaining unit.

5. An employee who takes a position in the Library outside of the bargaining unit, and after six (6) months have elapsed returns to the bargaining unit, shall continue to accrue seniority during the six (6) months that the employee was out of the bargaining unit.

ARTICLE 13.

LAYOFF AND RECALL

Section 1. Definition:

Layoff is the separation of full-time employees from the active work force.

Section 2. Order of Layoff:

a. Temporary and seasonal employees working in the classification affected by a layoff shall be laid off before any permanent or probationary employee is laid off. In the Librarian I and II and the Library Assistant II classifications, part-time employees working in the classification affected by a layoff shall be laid off before any permanent full-time employee in the classification is laid off.

b. Permanent and probationary employees shall have Library-wide seniority in their position classification.

c. The layoff of probationary or permanent employees in the Library shall be in the inverse order of seniority in the classification affected.

d. A laid-off full-time employee shall have the right to be assigned to an on-going part-time position which he/she is able and qualified to perform if he/she has greater seniority than the incumbent part-time employee and is willing to accept the salary and fringe benefits of the part-time position.

Section 3. Demotion in Lieu of Layoff:

a. An employee subject to layoff may request demotion by the Library Director in accordance with the employee's seniority to an equal or lower-paying position in the Library which the employee is able to perform and is qualified to fill, if requested within three (3) working days after receipt of notice of layoff. Except as may be provided in subsection b. below, each demotion shall be through those classifications in which the employee previously held permanent status.

b. If the employee has never held permanent status in another classification, the employee may request demotion by the Library Director in accordance with the employee's seniority to another position in the Library as close to the employee's present classification and wage level as possible which the employee is able to perform and is qualified to fill.

c. The Library Director has the right to determine such person's ability and qualifications to fill a position. However, if an employee in any of the following job series is laid off from his regular position, he/she will be assigned by the Library to a position in a lower classification in the job series, provided he/she has more seniority than the least senior employee in the lower classification:

Custodial Series	Professional Series
Bldg. Maintenance Supervisor II	Librarian IV
Custodian Crew Leader	Librarian III

d. If an employee is demoted in lieu of layoff and the employee's former position or a position in his/her former classification becomes available, the person will be recalled back to his/her former position or another position in his/her former classification as provided in Section 6.

e. In the following classifications (Librarian IV and Librarian III), in cases of demotion in lieu of layoff, an employee shall add the length of service in a higher classification to the length of service in the classification to which the employee is demoted in order to determine seniority relative to other employees in that classification. In all other classifications, layoff and demotion in lieu of layoff shall be made in inverse order of the employee's total seniority with the Library.

Section 4. Notice of Layoff:

Employees to be laid off indefinitely shall be given notice by certified mail at least fourteen (14) calendar days prior to layoff.

Section 5. Preferred Eligible Lists:

a. Employees laid off or demoted in lieu of layoff shall have their names placed on a preferred eligible list in order of seniority for each classification from which displaced.

b. Names shall remain on the lists for one (1) year, or the length of the employee's seniority, whichever is greater, unless removed as provided in Section 6 below.

Section 6. Recall from Layoff:

a. Laid-off employees will be recalled in the order in which their names appear on the preferred eligible lists. An employee shall be recalled from layoff or restored to the position from which he/she was demoted in lieu of layoff before any other persons are selected for employment or promotion in that class.

b. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

c. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be considered to have resigned and their names shall be removed from seniority lists.

d. A laid-off employee may refuse recall to a position in a lower classification and still remain on the eligible list for the classification from which the employee was laid off. If an employee refuses recall to a permanent full-time position in a lower classification, management shall not be required to recall such employee to any position:

   1. In the lower classification to which such employee was recalled and/or

   2. In a classification which is lower than the classification defined in paragraph (1) above.

e. In the event that an opening occurs in a classification for which there is no preferred eligible list, employees will be recalled for any position equal to or lower than their previous classification for which they are qualified. If the position is higher than the employee's previous classification, the employee's ability, education and/or experience will be considered by the Employer.

Section 7. Voluntary Layoff: If layoffs must be implemented, Library Administration will seriously consider any employee's written request for voluntary layoff.

Section 8. Lay-offs Involving Union Representatives: In the event of a layoff in which a designated Steward or Chief Steward would be laid off from his or her regular position, such Steward or Chief Steward shall be offered employment in some other position within the bargaining unit if there is a position remaining to be filled which such Steward or Chief Steward, in the opinion of the Employer, has the ability to perform. If it is determined that such person has the ability to perform the duties of more than one position, he/she will be assigned to a position in a pay range as close to his/her present pay range as possible. If a Steward is required to move outside of his/her area of representation, he/she shall remain as a Steward for that area.

ARTICLE 14

TRANSFERS

Section 1. A transfer is a shift of an employee by the Employer to a position of the same classification in another unit or department without a change in salary range.

Section 2. The Employer may transfer an employee from a position when it determines it is in the best interest of the service. If there is more than one other position which the transferred employee is able and qualified to fill and the senior employee in one of those positions objects to being displaced, the employee being transferred will be assigned to the position occupied by the least senior employee if another position is available to which such employee may be transferred. Employees may request transfers in writing to the Employer. Before any transfer is made, it will be discussed with the employee(s) involved.

ARTICLE 15

HOURS OF WORK

Section 1. The Employer shall determine the days and hours during which each of its Branches and operating units will be open to the public and the work schedules of the employees assigned to each. The Employer may change such schedules from time to time on reasonable advance written notice to the employees affected and the Chief Steward.

Section 2. If a particular facility is scheduled to operate on a six (6) day/week basis, employees in that facility will be scheduled to have two (2) consecutive days off on at least one occasion per month, and the Employer will make a good faith effort to provide a second such occasion in each month. Unworked holidays will be considered as a day off.

Section 3. Every Branch Library employee will be scheduled to have two (2) consecutive days off during at least twelve (12) weeks in each calendar year, provided that no more than six (6) weeks shall separate each such scheduled occasion. Schedules showing such scheduled days off for an entire calendar year shall be prepared and posted in December. Unworked holidays will be considered as scheduled days off.

Section 4. If hours of operation of any Library Branch are changed so that permanent changes in employee schedules must be made, the new work schedules for each classification in each affected department of the Branch shall be prepared by the Employer and posted. Employees in each such classification will indicate which of the schedules for their classification they prefer, in the order of their preference. Assignments to the new schedules shall be made by the Employer in accordance with seniority to the extent it is reasonably possible considering the needs of the Library and the experience and ability of the employees.

Section 5. The Employer shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of the workday; such periods shall be scheduled in accordance with department rules.

Section 6. Employees may work a split shift schedule only after mutual agreement between the affected employee, the employee's supervisor and an Executive employee.

ARTICLE 16

OVERTIME

Section 1. Definitions.

a. Normal Workday and Workweek:

The normal workday for full-time employees shall be eight (8) hours per day (not including lunch periods), five (5) days per week. The normal workweek for all full-time employees shall be forty (40) hours per week.

b. Overtime shall consist of hours worked which have been authorized by an Executive Employee and are in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate. Overtime payments shall not be duplicated or pyramided.

c. An employee who is called in to work by an Executive employee at a time other than his or her scheduled starting time shall be paid either (1) two (2) hours at time and one half (1-1/2) or (2) for all hours actually worked on such occasion at the appropriate rate, whichever is greater. This guaranteed minimum shall not apply to work which is continuous with the employee's scheduled work shift.

Section 2. For the purposes of computing overtime, paid-for time (sick leave, holidays, vacations or jury duty pay) will be considered as having been worked time.

Section 3. Executive employees shall not, except in emergencies, for instructional purposes, or to fill in for an absent employee, perform the job of employees covered by this Agreement if they obtain overtime pay or compensatory time off as a result.

Section 4. Compensatory Time:

At the request of any employee eligible for overtime pay, an Executive Employee may, in writing, authorize the accumulation of compensatory time off with pay at the rate of one and one-half (1-1/2) hours for each overtime hour worked. No employee may accrue more than twenty-four (24) hours of compensatory time off at any one time and all overtime worked in excess thereof shall be paid for as it is earned. Compensatory time shall be taken at a time mutually agreed upon by the employee and his supervisor during the calendar

year, or two (2) months following the end of the calendar year, in which the overtime was worked. Further deferment of such time off shall be allowed only if approved in writing by the Library Director. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his salary at the time the overtime was worked.

Section 5.

a. Management shall determine the appropriate classification to work overtime. Employees shall not work overtime without the approval of an immediate Supervisor.

b. Opportunities to work overtime shall be distributed equally among employees of the same permanent job classification within a given department or branch on the basis of seniority to the extent possible considering the needs of the Library and experience and ability of the employees.

c. From time to time the Library sponsors special events (e.g. Community Enrichment Day) which may require the cooperation of all Library employees. If management determines that it is necessary to schedule employees for overtime for such an event, overtime shall be assigned to the employee(s) within a classification on the basis of Library-wide seniority to the extent possible considering the needs of the Library and the experience and ability of the employees.

ARTICLE 17

NEW OR CHANGED JOBS

Section 1. Existing job classifications may be changed during the term of this Agreement, but only after notice of the intended change is given to the Union and, if requested, within ten (10) days thereafter a special meeting is held thereon. The parties will negotiate as to the salary range for all new or changed jobs. If an agreement as to the salary cannot be negotiated, the matter shall be subject to appeal to Step 2.b. of the grievance procedure. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission.

ARTICLE 18

WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

Section 2. Shift Differential.

a. This section shall apply only to Custodians.

b. For the purposes of this section, the second shift is defined as any regularly scheduled work period commencing between the hours of 1:59 p.m. and midnight.

c. Custodians who work the second shift shall receive a $.45/hour shift premium. Effective January 1, 1993, the shift premium will increase to $.50/hour.

d. A sign-up sheet for the first and second shifts shall be posted and bid on by the Custodians once each calendar year. Such posting and bidding shall be accomplished during the month of October. The posting and bidding process shall take a total of ten (10) working days. Management shall post the schedule for five (5) working days. After these five working days have passed, Management shall have an additional five (5) working days to implement the shift schedule in accordance with the bidding process.

ARTICLE 19

PAY CHANGES

Section 1. Purpose.

The following provisions shall govern the assignment of pay steps to employees of the Library.

Section 2. Definitions for Purpose of this Agreement.

a. "Promotion" shall mean a change in employment to a classification which has a higher maximum salary.

b. "Demotion" shall mean a change in employment to a classification which has a lower maximum salary. An employee whose request for a voluntary demotion is granted, shall have the change designated as a voluntary demotion.

c. "Transfer" shall mean a change in employment to another position in any classification which has the same maximum salary and similar duties and qualifications.

d. "Reclassification" shall mean the changing of a position from one classification to another classification based on the duties involved.

e. "Salary Step Increase" shall mean an increase in compensation to the next higher step in the same pay range.

f. "Acting Assignment" shall mean an assignment for a limited time to a classification as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

Section 3. Anniversary Dates for Salary Step Increases.

a. Establishment

1. Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.

2. Promotion.

   The date one (1) year after completion of the trial period and the corresponding date each year thereafter.

3. Transfer.

   The anniversary date remains unchanged.

4. Demotion.

   The date six (6) months after the effective date thereof and the corresponding date each year thereafter.

5. Reclassification.

   The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

b. Postponement of Anniversary Date.

Layoff, authorized leave of absence, or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation, but time previously worked toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations.

a. Original Employment and Re-employment.

Employees shall be employed at the lowest step for their position classification, unless the Employer determines that the needs of the service require that compensation be fixed at a higher salary step.

b. End of Probation.

The employee's salary automatically increases to the next higher step at the end of the probationary period and at the end of the promotional trial period -

provided the employee is not already at the maximum step for his/her range.

c. Anniversary Date.

1. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be evaluated for a salary step increase on such date. The evaluation shall be made by the employee's Supervisor.

2. Each evaluation by the employee's Supervisor shall be referred to the Library Director for final determination.

3. Pay increases on anniversary dates shall not be based merely on the passage of time; but, rather, shall be based on merit relative to the requirements of the position. Employee performance shall be evaluated annually; however, performance deficiency shall be brought to the attention of the employee as noted by the Supervisor and documented. Merit increases shall not be denied except for proper cause.

4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of the positions.

d. Promotion or Upward Reclassification.

Employees who are promoted or whose positions are reclassified to a classification in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.

e. Transfers.

An employee who is transferred shall initially be paid at the same salary step in effect immediately before such transfer.

f. Demotion and Downward Reclassification.

An employee who is demoted or whose position is reclassified to a classification in a lower pay range shall initially be paid at that salary step in the range for the lower position which is equal to or closest to the rate paid prior to demotion or reclassification, unless he/she previously held a higher step in the lower classification in which case he or she shall be paid at the higher salary step.

g. Acting Assignment.

If a supervisor is absent for more than eight (8) hours, and no other supervisory or executive employee is present in the building to be responsible for the absent employee's supervisory function during such absence, another employee shall be given an acting assignment to perform the absent employee's supervisory function. The employee shall be paid a supervisory differential of $.20 per hour for supervising two to four (2 to 4) full time employees or $.40 per hour for supervising five (5) or more full time employees, beginning with the ninth (9th) hour of such acting assignment. However, if the absence of the supervisor lasts for more than three (3) days, the employee shall be given the acting assignment and shall be paid at the first salary step in the acting assignment range which is higher than the employee's current salary for all hours worked beginning with the twenty-fifth (25th) hour.

h. Additional Acting Assignment.

If an employee works on acting assignment to a higher classification pursuant to a written order from Management, the employee shall be paid at the first salary step in the classification to which assigned which is at least one full step higher than the employee's regular rate of pay for all hours so worked, computed to the nearest full hour. This paragraph does not apply to acting assignment as set out in paragraph g. above, nor does this paragraph supersede paragraph g.

Section 5. Effective Date of Changes in Compensation.

All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

Section 1. Employees who have completed their entrance probationary period may be granted leave without pay by the Employer for a period not to exceed the times as specified below. Procedures and application forms for an Unpaid Leave of Absence are the same as those for vacation requests and may be obtained from the Business Office.

Section 2. Sick Leave.

The Library Director shall, upon the advice and recommendation of the City's Medical Service, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted.

Section 3. Parental Leave.

Within one year after the birth or adoption of a child an employee may take one unpaid leave of absence for no more than six months for child rearing purposes. Such leave shall be called parental leave and shall be requested by the employee in writing. Parental leave shall commence no earlier than the date of birth or adoption of the employee's child and shall not extend beyond the child's first (1st) birthday or one (1) year from the legal date of the adoption. The Employer may grant an extension to parental leave based upon the needs of the service. An employee who is granted parental leave does not have to use his/her vacation in conjunction with parental leave, however, vacation use must still be taken in accordance with Article 22, Section 5b. An employee may request early return from parental leave, however, the Employer has the right to deny such a request based upon the needs of the service. Employees must complete their entrance probationary period to be eligible for parental leave.

Section 4. Military Leave.

Library employees will be granted unpaid leaves of absence for military service according to applicable state and federal statutes and will be re-employed in the Library based on the laws in effect at the time of re-employment.

Section 5. Other.

Employees may be granted an unpaid leave of absence not to exceed one (1) year for other good cause upon application to Library Director and with the approval of the Board of Library Commissioners.

Section 6. Seniority.

Seniority is not accumulated during an unpaid leave of absence which exceeds sixty (60) days, but previous seniority is retained by the employee. Upon return, the employee will be reinstated in the same job classification and pay scale as held when granted an unpaid leave of absence.

ARTICLE 21

LONGEVITY PAY

Section 1. Longevity pay is defined as supplemental salary payment based on the length of continuous service. Continuous service is that service uninterrupted by resignation or discharge. Employees eligible for longevity pay receive adjusted payments at specified intervals in accordance with the following schedule:

Years of Service	Amount	Longevity Pay Step
5 through 9	$250 per year	11
10 through 14	$420 per year	L2
15 through 19	$600 per year	L3
20 through 24	$750 per year	L4
25 and over	$925 per year	L5

a. Longevity Qualification Date:

An employee qualifies for longevity pay on the date when five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service are completed.

b. Longevity Earning Date:

The Longevity Earning Date refers to the date an employee begins to earn longevity pay and shall be the first day of the month immediately following the employee's qualification date.

Section 2. Payment of Longevity Pay.

a. Longevity pay is paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.

b. Longevity pay shall be for periods of service from June 1 to November 30, payable within the first fifteen (15) days in December and for the period from December 1 to May 31, payable within the first fifteen (15) days in June. Longevity pay shall be paid on a separate check.

Section 3. Effect of Layoff and Leave of Absence on the Longevity Qualification Date.

a. An unpaid Leave of Absence or a Layoff of sixty (60) days or less does not postpone the longevity qualification date of an employee.

b. An unpaid Leave of Absence (except military) or Layoffs in excess of sixty (60) days postpones the longevity qualification date for the total period of separation; however, time previously served toward the next longevity qualification date will be credited when the employee returns to the payroll.

Section 4. Effect of Termination on Longevity Pay.

a. An employee terminating employment with the Library prior to June 1 or December 1 will receive longevity pay on a prorated time basis for the full calendar months served.

b. An employee absent from service due to Leave of Absence or unpaid leave will receive longevity pay on a prorated time basis for the full calendar months served, payable upon return to service.

c. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

ARTICLE 22

VACATION

Section 1. The vacation schedule set forth in this section shall apply to all unit employees hired or promoted on or after June 1, 1992, and to those employees hired before June 1, 1992, who occupy positions in the classifications of Building Maintenance Supervisor II and Custodian Crew Leader:

a. Employees with less than two (2) years of continuous service earn five-sixths (5/6ths) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days per year.

b. On the first day of each calendar year following the completion of an employee's second (2nd) through sixteenth (16th) years of continuous service, an employee in the above listed classifications may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-five (25) days is reached.

c. An employee in the above listed classifications becomes eligible for one-twelfth (1/12) of his/her vacation allowance, under subsections a. and b. above, each calendar month in which he/she works twelve (12) or more days.

Vacation Allowance

1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	14 days
6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11 years	20 days
12 years	21 days
13 years	22 days
14 years	23 days
15 years	24 days
16 plus years	25 days

Section 2. The vacation schedule set forth in this section shall apply only to employees hired before June 1, 1992, who occupy positions in the classifications of Librarian III, Librarian IV, and City Historian as of June 1, 1992. Employees hired or promoted on or after June 1, 1992 earn vacation pursuant to the schedule contained in Section 1 of this Article.

a. Eligible employees in the above listed classifications with less than two (2) years of continuous service earn one and one-quarter (1-1/4) days of a work day of vacation for each calendar month of service to a maximum of fifteen (15) days per year.

b. On the first day of each calendar year following the completion of an employee's second (2nd) through twelfth (12th) years of continuous service, an employee in the above listed classifications may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-five (25) days is reached.

c. An employee in the above listed classifications becomes eligible for one-twelfth (1/12th) of his/her vacation allowance, under subsections a. and b. (listed previously), each calendar month in which he/she works twelve (12) or more days.

Vacation Allowance

1 year	-	15 days
2 years	-	16 days
3 years	-	17 days
4 years	-	18 days
5 years	-	19 days
6 years	-	20 days
7 years	-	21 days
8 years	-	22 days
9 years	-	23 days
10 years	-	24 days
11 years	-	25 days

Section 3. Definitions.

a. Service is defined as any period of time for which an employee receives wages.

b. Vacation Day is that period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.

c. Work Week is that period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.

d. Continuous Service is service as defined in subsection a. above, uninterrupted by resignation or discharge.

Section 4. Use of Vacation.

a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service. After March 1, an employee who has not used his/her seniority to select a vacation period shall not be permitted to use his/her seniority to require another employee to give up a previously scheduled vacation in the period of April 1 through September 30. After September 1, the same will apply to vacations scheduled in the period of October 1 through March 31. Applications for vacation outside the seniority window period shall be in writing, signed and dated, and shall be honored on a first come, first served basis as the needs of service allow.

b. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void. Provided, however, that an employee may maintain a balance of sixty-eight (68) days of accumulated vacation between the period of January 1 to July 31.

c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.

Section 5. Vacation Pay Advance.

An employee going on vacation and desiring to be paid in advance should contact the Business Office well in advance of going on vacation.

Section 6. Cash Payment in Lieu of Unused Vacation Will Be Made Only Upon Termination of Employment.

a. Upon termination an employee will be paid in full to the nearest one-half (1/2) day for all unused vacation, up to a maximum of twenty-five (25) work days.

b. In the event termination is caused by death of the employee the maximum payment limitation will not apply.

ARTICLE 23

HOLIDAYS

Section 1. Holiday Pay is compensation paid for time during which work would normally be performed, said work having been suspended by reason of a general holiday.

Section 2. The following are general paid holidays for Library employees:

January 1	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4	December 25
Labor Day	Employee's Birthday
	Martin Luther King Day

a. Except as provided in paragraph h. of this section, the above holidays are generally celebrated on the same dates as observed by the United States Government. If a legal holiday falls on an employee's regular day off another day is given that employee.

b. The Library may be open on Christmas Eve. Staff members required to work on this holiday will be paid time and one-half for hours worked on such holiday in addition to their holiday pay.

c. Employees will be credited with the number of hours in their normal work shift for each of the above holidays.

d. To be eligible for holiday pay, an employee shall have worked the scheduled workday immediately preceding and immediately following any general paid holiday or have approved paid leave for those days.

e. An employee on authorized unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.

f. General paid holidays are not charged as vacation or sick leave.

g. Employees who are absent without leave on a general paid holiday on which they are scheduled to work will receive no pay for that day.

h. Washington's Birthday, Veteran's Day, Martin Luther King, Jr. Day, the Day after Thanksgiving, Good Friday and the Employee's Birthday are converted to Floating Holidays.

i. An employee must be employed with the Library as of the date of the holiday to earn credit for the floating holiday.

ii. The employee may take the floating holiday on any mutually agreed upon day on or after the credit has been earned. Supervisory approval for the date selected will be obtained by the employee in the same manner and on the same basis as vacation time. Credits earned for floating holidays must be used in eight (8) hour increments or two four (4) hour increments within one (1) work week. Use of any portion of an earned floating holiday other than as stated above will be treated as use of the entire day.

iii. The date selected for the floating holiday must fall before March 1 of the calendar year following the day upon which credit is earned. Failure to utilize the earned holiday before March 1 of the next calendar year shall result in forfeiture of the same.

iv. In the event an employee retires, terminates employment, or dies while employed, the earned but unused, unforfeited floating holiday shall be paid on the last paycheck due the employee.

ARTICLE 24

SICK LEAVE

Section 1. Regular Use.

The regular use of sick leave entitles an employee to use accumulated paid sick leave for any absence necessitated by personal illness or by off-duty injury not incurred in supplemental employment, upon approval by the Administration.

Section 2. Sick Leave Accumulation.

a. For service prior to July 1, 1966, sick leave was accumulated on the basis of five-sixths (5/6ths) of a day for each full calendar month of service. For service thereafter an employee accumulates one (1) day of sick leave for each calendar month of service in which the employee works twelve (12) or more complete days.

b. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave.

Sick leave shall be charged to the nearest one-half (1/2) hour. Sick leave shall not be charged when an employee is required to be absent less than two (2) hours in order to keep a doctor or dentist appointment.

Section 4. Definitions.

a. Immediate Family is defined as the following: Spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in law and grandparents-in-law of the employee, (grandparents-in-law of the employee not to exceed four (4) occurrences).

b. Service is defined as any period of time for which an employee receives wages.

c. Supplemental Employment is defined as a paid off-duty job, including self employment covered by sick leave benefits, health and accident insurance, Worker's compensation or any combination thereof.

Section 5. Vacation Use.

An employee is entitled to use accumulated paid sick leave in lieu of vacation for illness or injury while on vacation, upon application approved by the Administration and subject to substantiation as in Section 7. Application must be made within five (5) working days after return to work.

Section 6. Excluded Uses.

Paid sick leave will not be authorized:

a. For personal injury incurred in supplemental employment.

b. If an employee is found to have performed any work while on sick leave. The term "any work" does not include such work activity in and around the home of the employee that is not detrimental to the illness or injury causing the absence as determined by the City's medical service.

Section 7. Substantiation.

An employee will be required to substantiate the use of sick leave by such reasonable means as that employee's supervisor or the Administration may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave will be grounds for disciplinary action up to and including discharge.

Section 8. Physical Examination.

An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the City's medical service. In the event of a dispute, the question shall be subject to the grievance procedure, and the grievance shall be presented at the Step 3 level.

Section 9. Pay for Unused Sick Leave.

Unused accumulated sick leave will be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of One Dollar ($1.00) per day times the years of continuous service for employees retiring, and at the rate of fifty cents ($.50) per day times the years of continuous service for persons resigning.

Section 10. Notification.

Employees who will be absent on sick leave must notify their supervisor normally within fifteen (15) minutes of starting time. Failure to do so may result in the denial of the employee's claim for paid sick leave. Employees will report their status every working day of absence unless the supervisor has been notified of the necessity for extended use of sick leave.

Section 11. Bereavement Leave.

An employee is entitled to take up to two (2) days bereavement leave, paid leave, without charge to sick leave upon the death of any member of that employee's immediate family.

a. Immediate Family is defined as the following: Spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents-in-law of the employee (grandparents-in-law of the employee not to exceed four (4) occurrences). Under certain circumstances exceptions may be granted by the Employer.

b. For the purpose of this provision only, immediate family includes grandchildren.

c. An employee is entitled to use up to three (3) days of accumulated paid sick leave for any absence necessitated by death of any member of the employee's immediate family upon application approved by the Employer. Extension of time will be permitted in exceptional circumstances upon application approved by the Employer.

Section 12. Emergency Leave.

An employee may use up to three (3) days of accumulated paid sick leave for any absence necessitated by serious injury or acute critical illness requiring emergency medical treatment of any member of the employee's immediate family.

ARTICLE 25

HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he or

she cannot perform his or her regular job, the Employer will make every effort to place the employee in a position that he or she is physically and mentally able to perform; in so doing, the Employer will attempt to place the employee in a position as close as possible to his or her previous wage level.

ARTICLE 26

LEAVE FOR UNION FUNCTIONS

Section 1. The Employer will grant the Union a total of up to five (5) workdays of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement, and any balance shall be carried over to a successor Agreement.

Section 2. The Chief Steward or his/her designee may use leave time accumulated under this Article to attend the funeral of a bargaining unit member.

ARTICLE 27

JURY/WITNESS LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty or if subpoenaed to give testimony involving their official capacity or work with the Library. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Library all remuneration received for jury duty or as witness fees during the same period, excluding mileage and meal allowances.

ARTICLE 28

INSURANCE

Section 1. The Employer shall, at its expense, provide a group hospital, vision, medical, surgical insurance and dental insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by the Employer to the employees.

Effective January 1, 1994, the Employer shall adjust the basic group health plan presently administered by the Travelers Insurance Company to require the employee to pay an annual deductible of $50 per calendar year of covered benefits, with a family deductible of $100 per calendar year. Dental, vision and drug prescription card coverages are not included in the deductible. This deductible does not apply to retirees or to those employees insured under HMO health plans.

Section 2.

a. The Employer shall, at its expense, provide a $20,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his or her employment with the Library. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by the Employer and shall be kept on file in the Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the Library by executing a "Change of Beneficiary" form as provided by the Employer. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by the Employer, except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his or her employment with the Employer and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than Twenty Thousand Dollars ($20,000.00), the Employer shall make a lump sum cash payment equal to the difference between the amount of Twenty Thousand Dollars ($20,000.00) and the total Worker's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by the Employer; or, in the absence of execution of said form, to the administrator or executor of the employee's estate.

1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, the Employer shall compute the "total Worker's Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Worker's

Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently five hundred (500) weeks); (b) medical expenses payable; (c) burial expenses payable; and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.

2. For the purpose of computing the "total Worker's Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.

3. Provisions of the Section 2.b. shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Worker's Compensation Act.

c. No benefits shall be payable under this Section unless written application for such benefits is filed with the Employer by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make a claim, whichever occurs later.

d. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection a. thereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Worker's Compensation Act against the Library, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to the Employer the amount equal to the compensation of Duty Disability Benefits which are paid or awarded up to the sum of Twenty Thousand Dollars ($20,000.00).

e. In the event that an employee dies within two (2) years after the coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.

f. No determination, presumption or finding made by the Employer in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Worker's Compensation Act nor shall the same be an admission of liability under said Act.

g. No action at law or in equity shall be brought by any person or persons to recover any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with the Employer pursuant to Subsection c.

Section 3. It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for medicare or similar national health insurance benefits provided that: (1) the employee retires with thirty (30) years of service and is at least fifty (50) years old; or (2) the employee is at least sixty-two (62) years old and has eight (8) years of service; or (3) the employee is disabled pursuant to the provisions of the pension ordinance.

Section 4. Income Maintenance Plan.

a. The Income Maintenance Plan provides eligible employees with an income allowance equal to 75% of their regularly assigned salary for a period of one (1) full year in the event of an illness or disability which prevents the employee from being at his/her regular Library employment.

b. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits.

c. In the event the employee receives monies as a result of Worker's Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No Fault Automobile Insurance Law, the income allowance will be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.

d. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work, will be made by the City Physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further administrative review.

ARTICLE 29

PENSIONS

a. The pension plan presently in effect for Library employees shall be continued for the life of this Agreement, except that the pension multiplier shall be increased from 2.2% to 2.4% for each year of credited service effective July 1, 1987. The cost of this .2% increase in the pension multiplier is approximately 1.82% of payroll. Until May 13, 1990 Management shall pay .91% and the employees shall pay .91%. After May 13, 1990 Management shall pay the entire cost of the .2% increase in the pension multiplier. The employee contribution rate after May 13, 1990 will be 4.0%.

b. A supplement to the pension benefit currently received by retirees may occur annually in the form of a thirteenth pension check during the month of January. The issuance of said check will depend upon the availability of an accumulation of 50% of the actuarially determined net annual book value investment returns in excess of 8% from Benefit and Casualty Reserve Funds. The amount available for distribution in any given year will be the average of the last five years of accumulation.

c. Effective January 1, 1990, the pension ordinance shall be amended to permit employees to purchase prior military service time at their sole total expense, in accordance with the formula and procedures outlined in the Memorandum of the actuary, dated January 11, 1990.

d. Effective January 1, 1990, the pension ordinance shall be amended to reduce the present five (5) years final average salary factor to three (3) years. Such amendment shall apply to employees of record who retire on or after January 1, 1990.

e. Medicare Supplement Fund - A Medicare Supplement Trust Fund shall be established to be administered by the Pension Board. The Library will contribute .5% of the bargaining unit payroll to the fund.

ARTICLE 30

UNIFORMS

Section 1. Custodial employees will continue to receive uniforms and will wear them while on duty. Smocks or aprons will be furnished to any employee whose duties expose his/her clothing to unusual wear or unusual possibility of damage.

Section 2. When an employee leaves Library employment, he/she shall turn in all of his/her Employer-issued uniforms then in his/her possession prior to receiving his/her final paycheck.

ARTICLE 31

WORKER'S COMPENSATION

Section 1. The Employer shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Worker's Compensation for employees injured on the job by the difference between Worker's Compensation and their normal weekly earning, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's Worker's Compensation and supplement, when combined, shall not exceed his/her regular allowable take home pay.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation, and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 32

BULLETIN BOARDS

Section 1. The Employer shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Chief Steward will be posted thereon. The Employer will call to the attention of the Union any posted material it considers objectionable, and it will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE 33

NO DISCRIMINATION

Section 1. It is the policy of the Grand Rapids Public Library to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because of race, creed, color, national origin, sex, handicap, age, marital status or sexual orientation.

Section 2. The Library will prepare and implement an Affirmative Action Plan which will be approved by the Grand Rapids City Attorney's office.

Section 3. There shall be no discrimination against any employee because of his/her duties as a Union official, Steward or Committee member.

ARTICLE 34

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 35

AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Library or Union official named herein may be exercised by his/her duly authorized representative.

ARTICLE 36

SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to ratification by the parties.

ARTICLE 37

VALIDITY

Section 1. If any portion of this Agreement is found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE 38

CAR ALLOWANCE, PARKING AND TRAVEL

Section 1. Employees properly authorized and directed by the Employer to use their personal automobiles in the performance of Library business shall be paid at the same rate paid to employees of the City of Grand Rapids.

Section 2. The Employer agrees to provide free parking space for all bargaining unit employees who drive their personal auto-mobiles to work.

Section 3. In no instance shall an employee receive more than eight (8) hours pay for any day while traveling to or attending out of town meetings, conventions and similar events without prior approval.

Section 4. Library employees are eligible to receive reimbursement for educational training courses for academic credit. Employees shall receive such reimbursement in accordance with the City's Educational Policy-Tuition Reimbursement Program. All decisions concerning tuition reimbursement are at the sole discretion of the City's Human Resources Department.

ARTICLE 39

BONDING

Section 1. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

ARTICLE 40

SAFETY OBJECTIVE

Section 1. The Union and the Employer, in accordance with State and Federal Law, will cooperate in the continuing objective to provide a safe and healthful place of employment free from recognizable hazards and contagious diseases.

SAFETY COMMITTEE

Section 2. The Employer and the Union shall form a safety committee which will meet on a regular basis to address the objective set out in Section 1 above. The safety committee shall consult with the Risk Management Department for technical assistance. The safety committee shall be comprised of two representatives from the Employer and one representative from each bargaining unit. The Union representatives may attend such meetings held during the work day without loss of pay of benefits.

SAFETY OBSERVATION REPORTS

Section 3. Safety Observation Reports shall be available to all Library employees in locations designated by the safety committee. The safety committee shall determine the procedures for filing and answering a Safety Observation Report.

SCHEDULING EMPLOYEES

Section 4. The present practice of not scheduling employees to work alone in the Branch Libraries will be continued. If, however, one employee's unexpected absence leaves another employee to work alone in a Branch and a replacement for the absent employee is not supplied by the later of (a) 5:00 p.m., or (b) one (1) hour after notice of absence is given to the Library office by the remaining employee, the Branch will be closed at 5:00 p.m. (or one (1) hour after the notice is given) and the employee will be assigned to a different location for the balance of his/her work shift.

ARTICLE 41

ENTIRE AGREEMENT

During negotiations, each party had the right to make proposals with respect to all bargainable matters. This sets forth the basic and full Agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, even though such matter(s) may or may not have been known or contemplated by the parties at the time of negotiations or signing of this Agreement.

ARTICLE 42

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. on December 31, 1994. The parties agree to begin negotiations on the amendment, modification, extension and/or renewal of this Agreement between November 1 and November 15, 1994.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

Section 4. Notice of Termination or Modification.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Grand Rapids, Michigan; and, if to the Employer, to the Grand Rapids Public Library, Grand Rapids, Michigan, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative this 30th day of June, 1992.

BOARD OF LIBRARY COMMISSIONERS
GRAND RAPIDS PUBLIC LIBRARY

By LaVerne Blickley
President

By Robert Ruz
Library Director

GRAND RAPIDS PUBLIC LIBRARY EMPLOYEES ASSOCIATION, SUPERVISORY UNIT II, affiliated with GRAND RAPIDS EMPLOYEES INDEPENDENT UNION.

By James E. Turner

Gordon L. Olive

Gilbert L. Dare

RESOLUTION OF THE BOARD OF LIBRARY COMMISSIONERS
OF THE CITY OF GRAND RAPIDS

BE IT RESOLVED, that an agreement has been reached between the Board of Library Commissioners of the City of Grand Rapids and the Grand Rapids Public Library Employees Association Supervisory Unit, concerning wages, terms and conditions of employment consistent with the understanding of the parties as outlined in the attached summary.

It is hereby approved for the period of January 1, 1992, through December 31, 1994.

BE IT FURTHER RESOLVED, that upon reduction of said understanding to agreement form, which is approved by the City Attorney, the President of the Board of Library Commissioners and the Director of the Library are authorized to execute the contract on behalf of the Board of Library Commissioners.

Commissioner Neis moved, supported by Commissioner Doyle, to adopt the above stated resolution.

LaVerne Blickley

Catherine Neis

Harold Dekker

Anita Watson-Phillips

David Doyle

Brandon Heitzmann

Thomas Chambers

6/30/92

LETTER OF UNDERSTANDING I

It is expressly understood and agreed to by the parties that there shall be a moratorium on any changes in health care benefits and/or cost sharing for the contract period following December 31, 1994.

LETTER OF UNDERSTANDING II

Increases to the Longevity Pay Steps reflected in Article 21, Longevity Pay, Section 1 of the 1992-1994 labor agreement are to be effective as of January 1, 1993. Longevity payments during the 1992 calendar year shall be made according to the longevity payment schedule set forth in the 1990-1991 labor agreement.

GRAND RAPIDS PUBLIC LIBRARY
JANUARY 1, 1992 - RANGE & SALARY SCHEDULE

SUPERVISORY UNIT

CODE	TITLE	RANGE#	H STEP	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
962	CUSTODIAN CREW LEADER	12L		22,436.00 10.79	23,260.00 11.18	24,178.00 11.62	25,100.00 12.07	26,018.00 12.51	26,983.00 12.97
963	BLDG MAINTENANCE SUPV II	21L		31,389.00 15.09	32,452.00 15.60	33,561.00 16.14	34,675.00 16.67	35,883.00 17.25	37,137.00 17.85
964	LIBRARIAN III-SUPV	25L		32,709.00 15.73	34,335.00 16.51	36,076.00 17.34	37,854.00 18.20	39,781.00 19.13	41,746.00 20.07
965	LIBRARIAN IV-COORD	27L		36,076.00 17.34	37,854.00 18.20	39,781.00 19.13	41,746.00 20.07	43,827.00 21.07	46,024.00 22.13
966	CITY HISTORIAN	27L		36,076.00 17.34	37,854.00 18.20	39,781.00 19.13	41,746.00 20.07	43,827.00 21.07	46,024.00 22.13

SUPERVISORY UNIT

CODE	TITLE	RANGE#	H STEP	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
962	CUSTODIAN CREW LEADER	12L		23,446.00 11.27	24,307.00 11.69	25,266.00 12.15	26,230.00 12.61	27,189.00 13.07	28,197.00 13.56
963	BLDG MAINTENANCE SUPV II	21L		32,802.00 15.77	33,912.00 16.30	35,071.00 16.86	36,235.00 17.42	37,498.00 18.03	38,808.00 18.66
964	LIBRARIAN III-SUPV	25L		34,181.00 16.43	35,880.00 17.25	37,699.00 18.12	39,557.00 19.02	41,571.00 19.99	43,625.00 20.97
965	LIBRARIAN IV-COORD	27L		37,699.00 18.12	39,557.00 19.02	41,571.00 19.99	43,625.00 20.97	45,799.00 22.02	48,095.00 23.12
966	CITY HISTORIAN	27L		37,699.00 18.12	39,557.00 19.02	41,571.00 19.99	43,625.00 20.97	45,799.00 22.02	48,095.00 23.12

GRAND RAPIDS PUBLIC LIBRARY
JANUARY 1, 1994 - RANGE & SALARY SCHEDULE

SUPERVISORY UNIT

CODE	TITLE	RANGE#	H STEP	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
962	CUSTODIAN CREW LEADER	12L		24,618.00 11.84	25,522.00 12.27	26,529.00 12.75	27,542.00 13.24	28,548.00 13.73	29,607.00 14.23
963	BLDG MAINTENANCE SUPV II	21L		34,442.00 16.56	35,608.00 17.12	36,825.00 17.70	38,047.00 18.29	39,373.00 18.93	40,748.00 19.59
964	LIBRARIAN III-SUPV	25L		35,890.00 17.25	37,674.00 18.11	39,584.00 19.03	41,535.00 19.97	43,650.00 20.99	45,806.00 22.02
965	LIBRARIAN IV-COORD	27L		39,584.00 19.03	41,535.00 19.97	43,650.00 20.99	45,806.00 22.02	48,089.00 23.12	50,500.00 24.28
966	CITY HISTORIAN	27L		39,584.00 19.03	41,535.00 19.97	43,650.00 20.99	45,806.00 22.02	48,089.00 23.12	50,500.00 24.28