

1179

12/31/90

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

Expiration: December 31, 1990  
(60-day reopener)

*Dickinson County Library*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## AGREEMENT

This Agreement entered into this 1st day of January, 1989, 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 I. MANAGEMENT'S RIGHTS CLAUSE

The Employer reserves the exclusive right to manage the library including the right to hire, fire, transfer, promote employees, etc., and has the final responsibility for establishing policies for the library except as that right is limited by the terms and conditions of this Agreement.

### ARTICLE 2. RECOGNITION (Employees Covered)

Puruant 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 Secretary to the Director, and all supervisory employees as defined by the 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.

#### 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.

#### ARTICLE 7. 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 first 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 8. 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.

#### ARTICLE 9. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement will be represented by two (2) stewards. 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 of the names of the stewards and alternate stewards who would serve only in the absence of a regular steward.

(2) The Steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by three negotiating committee members.

#### ARTICLE 10. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two representatives of the Union and two 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 conferences 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 Employers legal counsel.
- (b) The Union representatives may meet on the Employer's property for at east fifteen (15) minutes immediately preceding the conference.

#### ARTICLE 11. 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 Grievance Procedure shall be as follows:

STEP 1: Any employee who believes he has a grievance, or the Union, shall present such grievance on an informal basis to the Library Director.

STEP 2: If the grievance is not resolved within five (5) working days after the grievant becomes aware of an alleged grievance, the grievance shall be reduced to writing and submitted to the Library Director within two (2) working days. 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, which form shall be available from a Union representative. A copy of the grievance form shall be delivered to the Library Director. Within three (3) working days of receipt of the grievance, the Library Director shall meet with the grievant and a representative of the Union in an effort to resolve the grievance. The Library Director shall indicate his disposition of the grievance in writing within three (3) 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 three (3) working days of such meeting, the grievant and/or the Union shall 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 seven (7) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union.

STEP 4: If the grievant is not satisfied with the disposition of the grievance by the Board of Trustees of the Library, appeal may be taken to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal to be effective must be taken within thirty (30) calendar days of receipt of the answer from the Board of Trustees, shall be in writing and shall specify the grievance and the disposition from which appeal is taken. The Arbitrator shall be chosen from the panel furnished by the American Arbitration Association and the rules of the American Arbitration Association shall be followed. The thirty (30) day requirement for filing the appeal specifically means that the appeal should be received by the American Arbitration Association within said thirty (30) day period of time.

The Arbitrator, in making his decision, shall not change, alter or modify nor shall he 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.

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 or the grievance shall be deemed to have been waived except that limits may be extended by written agreement of the parties.

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 or record.

#### ARTICLE 12. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work, after the time the claim is filed.

#### ARTICLE 13. COMPUTATION OF BACK WAGES

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

#### ARTICLE 14. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension:

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

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 that 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.

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

(c) 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.

(d) 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 15. 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. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day (4 or 6 months) prior to the day he completes 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) Seniority shall be computed on total hours paid, overtime shall be considered one hour paid instead of time and a half.

#### ARTICLE 16. SENIORITY LISTS

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

(b) 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.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairman with up-to-date copies at least every ninety (90) days.

#### ARTICLE 17. LOSS OF SENIORITY

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

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He 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 last-known address that he has lost his seniority, and his 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 does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

#### ARTICLE 18. 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.
- (d) Employees to be laid off will receive at least seven (7) days advance notice of the layoff.
- (e) During a layoff there shall be no scheduled overtime.

#### ARTICLE 19. 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. Notice of recall shall be sent to the employee at his 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 shall be considered a quit. In proper cases exceptions may be made.

#### ARTICLE 20. 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 shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement, as though he never left the bargaining unit.

#### ARTICLE 21. JOB POSTINGS AND 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 days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:

1. His desire to remain on the job.
2. His 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 steward. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and, thereafter, notify the union's Chapter Chairman 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 former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his 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 22. LEAVES OF ABSENCE

(a) Leaves of absence not to exceed two (2) years will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Maternity/Adoption Leave.
3. Illness leave (physical or mental).
4. Prolonged illness in the immediate family.
5. Educational leave.

The Library Board will retain the right to grant leave for 1, 4 and 5 of the above for up to two (2) years. A leave of one (1) year will be granted for 2 and 3 of the above, which will include any accumulation of sick leave.

(a) The employee shall not receive any fringe benefits while on leave of absence unless covered by sick leave.

(b) 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.

(c) Members of the Union selected to attend a function of the Union shall not be allowed time off without loss of time or pay to attend.

(d) Employees on leave of absence may continue under the Health Insurance Provisions at the employees expense and in accordance with the insurance carrier's regulations.

#### ARTICLE 23. VETERANS. REINSTATEMENT OF.

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

#### ARTICLE 24. 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 25. 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 classification and rate are proper, it shall be subject to negotiations.

#### ARTICLE 26. 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.

#### ARTICLE 27. JURY DUTY AND WITNESS SERVICE

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

ARTICLE 28. 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 employment and is disabled for a period of one (1) week or less shall be paid an amount of his regular income for said period of time.

ARTICLE 29. WORKING HOURS. SHIFT PREMIUM AND HOURS.

(a) Work Shift Hours:

9:00 a.m. to 5:00 p.m.

With an unpaid thirty (30) minute lunch period.

1:00 p.m. to 9:00 p.m.

Current work hours shall not be changed unless agreed upon by 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) An employee reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half.

ARTICLE 30. SICK LEAVE

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 (100) days maximum accumulation. 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 retirement, an employee shall receive one-half of his unused accumulated sick leave paid at his regular rate of pay.

ARTICLE 31. 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, grandparents and brothers and sisters.

An employee shall be allowed three (3) working days with pay as funeral leave days deducted from sick leave for a death of a relative outside the immediate family.

ARTICLE 32. PERSONAL LEAVE

An employee shall be allowed two (2) personal leave days off work with pay not chargeable to sick leave or vacation. Personal leave days are not cumulative from one year to the next.

ARTICLE 33. HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

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

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.

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

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

(c) For all hours worked on holidays that are defined in this Agreement, the employee shall be paid two times the regular rate.

ARTICLE 34. TIME AND ONE-HALF

Time and one-half will be paid as follows:

- (a) For hours in excess of the regular work week.
- (b) For all hours worked on Sunday.

ARTICLE 35. VACATION ELIGIBILITY

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

One (1) year	Five (5) days
Two (2) years	Ten (10) days

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

After two years, employees shall earn one (1) additional day per year up to a maximum of twenty (20) days per year.

(b) Add one (1) day of vacation at the completion of twenty (20) years.

ARTICLE 36. VACATION PERIOD

(a) Vacations will be granted at such times during the year as requested by the employee, and approved by the Director.

(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 his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(e) Requests for vacation time off shall be granted according to seniority. Employee may report his/her 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.

#### ARTICLE 37. 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. Health insurance coverage shall be paid for employees who work thirty (30) hours or more.

#### ARTICLE 38. PAY ADVANCE

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

(b) If an employee is laid off or retired, or severs his employment, he 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 vacation the following year.

(c) 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 39. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee, the plan to be Blue Cross/Blue Shield Plan Master Medical. In addition, for the employees who are enrolled or become eligible for enrollment under the Health Insurance Plan, the Employer shall pay the ull cost of the family plan. This coverage shall be applied to all full-time employees covered by the terms of this Agreement.

(b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee during an employee's absence as the result of any injury, illness or maternity.

(c) The Employer agrees to pay the full premium for dental coverage for the employee, the plan to be the same as provided to Dickinson County Courthouse employees.

(d) The library will pay one-half (1/2) of the hospitalization premium for any full-time employee who retires at age 62, and widows who can qualify for Social Security payments at age 60. At age 65, the library will pay the entire premium for supplemental hospitalization. This clause becomes effective January 1, 1985.

#### ARTICLE 40. LIFE INSURANCE COVERAGE

- (a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$5,000 while employed or on layoff for a period of one (1) year or less.
- (b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

#### ARTICLE 41. 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.

#### ARTICLE 42. UNEMPLOYMENT INSURANCE

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

#### ARTICLE 43. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

#### ARTICLE 44. 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 45. TERMINATION AND MODIFICATION

This Agreement shall continued in full force and effect until December 31, 1990.

- (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 46. EFFECTIVE DATE

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

ARTICLE 47. 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:

Raymond H. Hill  
Ellen Fagan

FOR THE EMPLOYER:

Michael J. ...  
Phillip Salow

ARTICLE 48. WAGES

Effective January 1, 1989—5-1/2 % increase.

Effective January 1, 1990—6-1/2 % increase.

The starting rate of a librarian shall be \$11,350 with a degree, \$10,150 without a degree.

(a) Part-time rate shall be \$4.50 starting, \$4.75 at the end of six months, and after one year, increase thereafter at the rate negotiated for all members upon contract ratification.

(b) Longevity for part-time employees will be reflected by a wage increase of 10 cents after completion of three (3) years, 15 cents after completion of five (5) years, 25 cents after completion of ten (10) years, and 25 cents after completion of fifteen (15) years.

(c) Revise hourly wage of current part-time employees to keep pace with incoming salaries in the following way: Kay Dill \$5.00; Cheryl Boyd—\$5.00.

Part-time employees who become full-time employees shall have all seniority and benefits pro-rated based upon full-time equivalency, additionally they shall be paid at the applicable hourly rate of the job or their present hourly rate whichever is higher.

Bookmobile Driver—a new hire shall start at the librarian beginning rate based upon forty (40) hours.

ARTICLE 49. LONGEVITY

Upon completion of 1 year through 5 years, \$100 per year.

Upon completion of 6 years through 10 years, \$200 per year.

Upon completion of 11 years through 15 years, \$300 per year.

Upon completion of 16 years, \$400.

Upon completion of 19 years, \$400.

Upon completion of 22 years, \$400.

ADDENDUM A

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

ADDENDUM B

HOLIDAY CLOSINGS;

1. Employees will not receive additional pay for days that the library is not open due to holiday closings. Employees normally scheduled to work on holiday closings will work those hours during the week before or after the holiday closing. If the holiday closing is on a Sunday, no employee will be scheduled or compensated.

2. Holiday closings are as follows:

Easter Sunday

Memorial Day Sunday

Labor Day Sunday

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

WEATHER CLOSINGS;

1. 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.

ADDENDUM 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.

ADDENDUM D

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.

ADDENDUM E

If the temperature in the Library exceeds 85 degrees in the summer or drops below 55 degrees in the winter for a period exceeding three (3) hours, the Library shall close until heat or ventilating systems are functioning properly.