AGREEMENT BETWEEN
THE LOUTIT DISTRICT LIBRARY, A MICHIGAN MUNICIPAL CORPORATION
407 COLUMBUS AVE., GRAND HAVEN, MICHIGAN
(Supervisory Employees)

AND

SERVICE EMPLOYEE'S INTERNATIONAL UNION
LOCAL 517M

JULY 1, 2023 – JUNE 30, 2026
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose and Intent</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
</tr>
<tr>
<td>3</td>
<td>Discrimination</td>
</tr>
<tr>
<td>4</td>
<td>Management Rights</td>
</tr>
<tr>
<td>5</td>
<td>Union Rights</td>
</tr>
<tr>
<td>6</td>
<td>Union Representation</td>
</tr>
<tr>
<td>7</td>
<td>Voluntary Union Membership</td>
</tr>
<tr>
<td>8</td>
<td>Grievance and Arbitration Procedure</td>
</tr>
<tr>
<td>9</td>
<td>Discipline and Employee Rights</td>
</tr>
<tr>
<td>10</td>
<td>Strikes and Lockouts</td>
</tr>
<tr>
<td>11</td>
<td>Probationary Period</td>
</tr>
<tr>
<td>12</td>
<td>Seniority</td>
</tr>
<tr>
<td>13</td>
<td>Layoff Bumping Recall</td>
</tr>
<tr>
<td>14</td>
<td>Vacancies and Promotions</td>
</tr>
<tr>
<td>15</td>
<td>Temporary Transfers</td>
</tr>
<tr>
<td>16</td>
<td>Hours of Work</td>
</tr>
<tr>
<td>17</td>
<td>Compensatory Time</td>
</tr>
<tr>
<td>18</td>
<td>Vacation</td>
</tr>
<tr>
<td>19</td>
<td>Holidays</td>
</tr>
<tr>
<td>20</td>
<td>Sick Days</td>
</tr>
<tr>
<td>21</td>
<td>Paid Personal Leave</td>
</tr>
<tr>
<td>22</td>
<td>Bereavement Leave</td>
</tr>
<tr>
<td>23</td>
<td>Jury Duty</td>
</tr>
<tr>
<td>24</td>
<td>Medical Leave</td>
</tr>
<tr>
<td>25</td>
<td>FMLA</td>
</tr>
<tr>
<td>26</td>
<td>Military Leave</td>
</tr>
<tr>
<td></td>
<td>Michigan Persons with Disabilities Civil Right Act and Americans with Disabilities</td>
</tr>
<tr>
<td>27</td>
<td>Act (ADA)</td>
</tr>
<tr>
<td>28</td>
<td>Unpaid Personal Leave</td>
</tr>
<tr>
<td>29</td>
<td>Donated Leave Policy</td>
</tr>
<tr>
<td>30</td>
<td>Benefits</td>
</tr>
<tr>
<td>31</td>
<td>Pension</td>
</tr>
<tr>
<td>32</td>
<td>Travel Reimbursement</td>
</tr>
<tr>
<td>33</td>
<td>Education Reimbursement</td>
</tr>
<tr>
<td>34</td>
<td>Personnel Records</td>
</tr>
<tr>
<td>35</td>
<td>Effect of Legislation</td>
</tr>
<tr>
<td>36A</td>
<td>Time Sheets</td>
</tr>
<tr>
<td>36B</td>
<td>Outside Employment</td>
</tr>
<tr>
<td>36C</td>
<td>Personal Mail</td>
</tr>
<tr>
<td>36D</td>
<td>Smoke Free Workplace</td>
</tr>
<tr>
<td>Article</td>
<td>36E</td>
</tr>
<tr>
<td>---------</td>
<td>-----</td>
</tr>
<tr>
<td>Article</td>
<td>36F</td>
</tr>
<tr>
<td>Article</td>
<td>36G</td>
</tr>
<tr>
<td>Article</td>
<td>36H</td>
</tr>
<tr>
<td>Article</td>
<td>36I</td>
</tr>
<tr>
<td>Article</td>
<td>36J</td>
</tr>
<tr>
<td>Article</td>
<td>37</td>
</tr>
<tr>
<td>Exhibit A</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is entered into effective August 8, 2023, by and between Loutit District Library (hereinafter referred to as the "Employer or “Library") and the Service Employees International Union Local 517M (hereinafter referred to as the "Union"). The parties have negotiated the terms and conditions of this Agreement as set forth in the following Articles.

ARTICLE ONE
PURPOSE AND INTENT

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

ARTICLE 2
RECOGNITION

In accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of all regular full-time and regular part-time Supervisory Library Employees employed by the Employer, excluding Executives, Confidential Employees, Appointed Officials, Substitutes, temps, Supervisory Employees, and all other employees, as certified by MERC Case No: 22-H-1681-RC. This provision is limited strictly to recognition of the Union as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or used to expand the scope of the bargaining unit or to expand the scope of work performed by Library Employees represented by the Union under this Agreement.

ARTICLE 3
PROHIBITION OF DISCRIMINATION AND HARASSMENT

Neither the Employer nor the Union, nor any Library Employee covered by this Agreement shall discriminate against or harass any Library Employee because of such Library Employee’s race, color, religion, national origin, age, sex, sexual orientation, height, weight, marital status, membership or non-membership in the Union or participation in Union activities, gender identity or expression, or disability provided that the disability is unrelated to an employee’s ability to perform the essential functions of the job according to the Americans with Disabilities Act (ADA), or any other factor unrelated to employment. The Employer and the Union further agree that they shall comply with all applicable state, federal and local laws and administrative regulations pertaining to the disabled and veterans.

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

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

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

(a) Determine the methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the type of equipment and the sequence of the processes. In the event subcontracting of work would result in a layoff of a bargaining unit employee or a reduction in hours, the Library will provide the Union with thirty (30) days advance notice and opportunity to discuss the subcontracting and explore alternatives before implementation.

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

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

(d) Generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to suspend or otherwise discipline, demote, suspend and discharge employees for just cause, to promote employees or transfer them, to assign them to particular jobs or shifts, to determine the amount of work needed, the content of the job and the classification and the assignment of duties to a particular classification and changes therein, and to lay employees off for lack of work or for other proper or legitimate reason, and to determine productivity or service standards and the quality and quantity of work to be produced, and to make such time or cost studies as it shall require in connection therewith.

ARTICLE 5
UNION RIGHTS

A. The Employer agrees that the Union may use Library conference and meeting rooms for Union meetings and other meetings such as new hire orientations, subject to approval and such rules, regulations and restrictions on use as may be established by the Employer for the public use of such facilities. The use of Library conference rooms shall be without charge unless special custodial or other services are required, in which event the Union shall reimburse the Employer for the cost of such services.

B. The Employer agrees that the Union may make incidental use of the Employer's equipment, subject to approval and such other rules, regulations, and restrictions on use as the Employer may impose from time to time.
C. The Employer agrees to provide bulletin board space for the posting of Union notices of appointments, meetings, elections, recreational and social events.

D. The Employer shall notify the Union within ten (10) workdays of the hiring of new bargaining unit members and shall coordinate with the Union for the purpose of scheduling a thirty (30) minute union orientation session with the newly hired employee(s). Such notice shall include the Library Employee’s name and department, classification, hours, home address, personal email, telephone number, and rate of pay upon date of hire.

E. Union officers and/or representatives will be allowed to meet with members of the Library administration on matters related to the Union and/or its members without loss of time or pay. Such meetings will be set at mutually agreed times.

F. In the event that the Library creates a new job title or classification that is covered by the terms of this Agreement, the Library will inform the Union representative of the position and will agree to a meeting if requested.

ARTICLE 6

UNION REPRESENTATION

The Union shall have the exclusive right to select those who are to represent the Union in various matters with the Employer. The names of committee member and alternates shall be given in writing to the Employer. No committee member or alternate shall function as such until the Employer has been advised of their selection, in writing, by the officers of the bargaining unit or SEIU Labor Relations Specialist. Any changes in committee members or alternates shall be reported to the Employer, in writing, as far in advance as possible.

ARTICLE 7

VOLUNTARY UNION MEMBERSHIP

To the extent permitted by law:

Membership in the Union is not compulsory, and no Library Employee shall be compelled to join or remain a member of the Union. Each unit Library Employee shall have the right to join, or not to join, the Union as they individually prefer, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual Library Employee.

The Union agrees that its members and representatives will not interfere with the free choice of any Library Employee in an effort to persuade them to join, not join, or to continue or discontinue membership in the Union, and further agrees that it will in no way discriminate in favor of or against any Library Employee because of their status or membership in the Union.

Deduction and Remittance of Dues

During the life of this Agreement, the Employer will honor written dues deduction requests of an employee who has voluntarily executed and presented an SEIU Dues Deduction Authorization form. The Employer will send written notice to the Union whenever dues are started for an employee along with a copy of the signed authorization form. Each dues deduction authorization form will remain in effect (1) for a specific time in accordance with law, (2) until active employment in a covered
classification is terminated, or (3) until the Employer receives written notification that the employee has revoked the authorization.

Authorization forms may be revoked by an employee by providing written notice to both the Employer and the Union. Said notice must be either; hand delivered, emailed, or mailed. Employees shall cease to be subject to deductions for Union membership dues following the pay period in which the Employer receives notification of revocation. The Employer shall notify the Union and provided a copy of the revocation notice, of the name(s) of any employee(s) who revoke(s) their authorization(s) and shall provide a copy of the revocation notice(s) to the Union within five business days after which the revocation was received by the Employer. The Employer shall notify the Union if any bargaining unit employee is terminated or is placed on a leave of absence. Notices of any termination(s) or leave(s) of absence shall be provided to the Union following the end of the pay period in which the termination(s) or leave(s) of absence occurred.

The parties acknowledge and agree that the term “written dues deduction requests” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify union membership, authorization for voluntary deduction of Union dues from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and dues authorizations and shall give full force and effect to such authorizations as “written dues deduction requests” for the purposes of this Agreement.

Remittance of Dues

The Employer shall remit by check or ACH deposit to an account provided by the Union all monthly dues deducted from the bargaining unit no later than the 15th of the following month in which the dues were deducted. The Employer shall send electronic notification to the Union when each ACH deposit is pending, or check has been mailed. The Employer shall attach a list of all current bargaining unit members, along with the amount deducted from each dues paying member, to each notification. The Union may send the Employer a membership list for verification. Within ten (10) days of receipt of such a request, the Employer will verify that their records accurately reflect the list submitted by the Union. The Employer will identify and provide information regarding any discrepancies in the records.

A. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Library Employee.

B. The Union shall indemnify, defend, and hold harmless the Employer and the Employer’s agents, employees, officers, executive director, trustees, and successors from and against any and all damages, liabilities, losses, costs, expenses, or claims (including without limitation, reasonable attorney fees) arising out of or related to action taken or not taken by the Employer for the purpose of complying with this Article.

C. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step One in Article eight (8).
ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

A. General. A grievance shall be defined as a dispute arising under this Agreement between an aggrieved Library Employee (hereinafter “Grievant”) or the Union and the Employer with respect to the interpretation or application of the provisions of this Agreement. All grievances shall be adjusted by and between the parties in the manner herein provided. Nothing in this Agreement shall be construed to prevent any individual from presenting and adjusting a grievance directly with the Employer, without intervention by the Union and subject to the limitations provided by Act 379 of the Michigan Public Acts of 1965. However, the arbitration provisions of this Agreement are expressly and exclusively reserved to the Union and the Employer. No Library Employee or group of Library Employees shall have the right to appeal or process a grievance beyond Step Three of the grievance procedure.

The time limits specified herein are mandatory unless extended by a written and signed Agreement between the Employer and the Union. If the Grievant or the Union does not file a grievance within the specified time limits, the grievance is forfeited. If the Grievant or the Union fails to process the grievance at any step within the specified time limits, the grievance shall be deemed to have been withdrawn and may not be refiled. If the Employer’s representative fails to answer a grievance within the specified time limits, the grievance shall be deemed denied and automatically advanced to the next step of the Grievance Procedure, except to Step Four, Arbitration, as noted below.

The Grievant and, as hereinafter provided, a Union Representative will be released from their jobs without loss of pay or benefits to prepare for and participate in meetings conducted with the Employer’s representatives. The release time from the job shall be arranged by mutual agreement between the Employer and the Union.

Any resolution or forfeiture of a grievance shall be final and binding upon the Grievant, the Union and the Employer, and shall not be subject to further review. The resolution of a grievance shall not add to, subtract from, or modify the terms of this Agreement. However, the parties may, upon written agreement of the Union’s authorized representative and the Employer, agree that a grievance resolution may have precedential effect for the future interpretation and application of the terms of the Agreement.

Any grievance based upon the suspension or discharge of a Library Employee shall be filed with the Library Administration (or other designated representative of the Employer) at Step Two within ten (10) workdays following the beginning of the suspension or discharge.

For purposes of this Article, a workday is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

B. Procedure. The following procedure shall be utilized in the processing of Library Employee grievances:

1) Step One. The grievant(s) shall first discuss the matter with the immediate supervisor within twenty (20) workdays of the alleged event. The grievant(s) may be accompanied by a Union representative. If no resolution to the matter can be reached at the Step One meeting, then the employer will have an additional three (3) days to address the matter and reply in writing to the
Grievant with their position. If not satisfied, the grievant(s) may file a written grievance according to the guidelines established in Step Two of the grievance procedure.

2) Step Two. The grievance will be reduced to writing and signed by the Grievant or their authorized designee. In the case of a grievance on behalf of the Union, the grievance shall be signed by the Union's authorized representative. Grievances shall be submitted to the Supervisor who is most directly involved in the matter that is the subject of the grievance, within twenty (20) workdays of the written reply as outlined in Step One, or the date the Grievant or the Union knew or reasonably should have known of the alleged event, act, or occurrence giving rise to the grievance. If the Union is unaware of a contract violation and obtains knowledge on a later date not to exceed thirty (30) workdays from alleged event, the Union retains the right to file a grievance using the timelines established in Step Two of the grievance procedure. Copies of the grievance shall be concurrently served upon the Employer's Administration Office and the Union.

Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Grievant and, if requested, the designated representative of the Union and/or the Union’s Chair in an effort to resolve the grievance. The Employer’s Library Executive Director (or other designated representatives of the Employer) may also attend such meeting if desired by the Employer. The Supervisor shall provide the Grievant and the Union Representative with a written answer to the Grievance within ten (10) workdays of the Step Two meeting.

3) Step Three. If the Grievant or the Union is not satisfied with the decision of the Supervisor at Step Two, the Grievant or Union may appeal the grievance to Step Three by filing a written notice of appeal with the Employer’s Library Executive Director (or other designated representative of the Employer) no later than ten (10) workdays following the date the Union Representative received, or should have received, the Supervisor’s answer at Step Two.

Within ten (10) workdays of receipt of the grievance at Step Three, by either appeal or automatic advancement, the Library Executive Director (or other designated representative of the Employer) shall meet with the Grievant and, if requested by the Grievant, the designated representative of the Union and/or the Union’s Chair in an effort to resolve the grievance. The Employee’s Supervisor, Library Executive Director (or other designated representatives of the Employer) may also attend such meeting if desired by the Employer. The Library Executive Director (or other designated representative of the Employer) shall provide the Grievant and the Union Representative with a written answer to the grievance within ten (10) workdays of the Step Three meeting.

4) Step Four - Arbitration. If the Union is not satisfied with the decision of the Library Executive Director (or other designated representative of the Employer) at Step Three, or if no answer has been provided to the Grievant and the Union at Step Three within the time permitted for doing so, the Union may appeal the grievance to Step Four, Arbitration, by filing a written Demand for Arbitration with the Employer’s Library Executive Director (or other designated representative of the Employer) no later than thirty (30) workdays following the date the Union Representative received, or should have received an answer from the Library Executive Director (or other designated representative of the Employer) at Step Three.
The Employer and the Union will mutually select the arbitrator. In the event the parties cannot agree upon an arbitrator within seven (7) workdays, the Union may request the Federal Mediation and Conciliation Service to provide a list of seven in-state arbitrators. The Union and the Employer will alternately strike a name from the list until only one name remains, and the person whose name remains will be the arbitrator. The arbitrator may determine the effective date for his/her disposition of a grievance. No award shall be retroactive to a date more than thirty (30) days prior to filing of the grievance. The arbitrator shall have the jurisdiction and authority only to interpret, apply and determine compliance with this Agreement and shall not add to, detract from, or alter in any way its provisions. The arbitrator shall have no authority to determine wage rates on new or changed job classifications. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the arbitrator and the cost of place for such hearing, as is selected for the hearing by mutual agreement of the parties, will be paid by the losing party. If the award is not clearly in favor of one party or the other, then the costs shall be equally divided between the Employer and the Union.

The Union shall notify the Employer and seek agreement for the attendance of witnesses for such proceedings without loss of pay or benefits for the witness. Should agreement not occur, or upon request of either party, the Arbitrator shall have the power to issue a subpoena to compel the attendance of witnesses at the arbitration hearing. Such subpoenaed witness shall be released by the Employer without loss of pay or benefits. All witnesses whom the Employer has consented to release for their attendance at the hearing, or who are subpoenaed to appear at said hearing, shall only be released from their regular duties for such a period as is necessary for the witness to report to the hearing, testify, and return to his or her assigned responsibilities.

The parties agree that they will attempt to exchange witness lists and documents to be presented in their case no less than five (5) workdays before the initial hearing date. Evidence and witnesses not disclosed by that time limit may be used, but the party just learning of the evidence at the hearing may move to postpone or recess the hearing based on the new evidence or witnesses.

Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

ARTICLE 9
DISCIPLINE AND EMPLOYEE RIGHTS
A. No employee shall be disciplined without just cause. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.

B. An employee shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the employee's personnel file. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

C. Any formal complaint made against an employee by any person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.
D. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

a) Verbal Warning. This verbal warning shall be documented with date and topic.

b) Written reprimand #1

c) Written reprimand #2 with performance improvement plan.

d) Up to or including dismissal

Further, it is agreed and understood that there may be an acceleration of such steps in a serious case.

ARTICLE 10
STRIKES AND LOCKOUTS

A. During the life of this Agreement, the Union, its officers, and Library Employees, shall not cause, authorize, condone, or take part in, any illegal strike (including a sympathy strike), work stoppage, interruption, sick out, sit down, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

B. In the event an individual Library Employee or group of Library Employees engages in any of the prohibited activities set forth in Article 9, Paragraph A above, the Employer shall have the right, at its discretion, to discipline or discharge such Library Employee or group of Library Employees. However, it is understood and agreed that if there is a dispute as to whether a Library Employee has engaged in the prohibited activities set forth in Article 9, Paragraph A above, the Library Employee or Library Employees may process a grievance, starting at Step Three of the Grievance Procedure, provided a written grievance is filed with the Employer within ten (10) workdays after such discipline or discharge. Such grievances shall be limited to the issue of whether the Library Employee(s) engaged in the prohibited activity set forth in Article 9, Paragraph A above.

C. The Employer agrees that it will not lockout any Library Employee during the term of this Agreement. However, if any Library Employee is unable to work because equipment, facilities, labor, or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Library Employees of the Employer, such inability to work shall not be declared a lockout.

ARTICLE 11
PROBATIONARY PERIOD

A. All Library Employees covered by this Agreement, shall be on probation for the first six (6) months, computed from their date of hire. Leave time taken during the probationary period shall extend the probationary period equal to the number of leave days taken.

B. Seniority shall not accrue to Library Employees during their probationary period. However, upon successful completion of the probationary period, a Library Employee shall be entered on the seniority list retroactive to their date of hire. This seniority date shall be subject to other provisions in this Agreement.

C. Probationary Library Employees newly hired to the Library may be dismissed during their probationary period at the Employer’s sole and exclusive discretion. The Employer’s action with respect
to such probationary Library Employees during that period shall not be subject to the grievance procedure.

D. Unless otherwise provided above in Article 11, Paragraph C, the Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except for layoff, discipline, or discharge.

E. During employee onboarding, the library shall let the new hire know the duration of their probation, and its meaning under this article.

F. New hires will have performance check-in meetings with their supervisor after thirty (30), sixty (60) and ninety (90) days of employment. A formal performance evaluation will be completed immediately prior to the end of the probationary period.

ARTICLE 12
SENIORITY

A. Library Employees who have successfully completed their six (6) month probationary period as described in Article 11 shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular Library Employee from their date of last hire, less any time the Library Employee may be on layoff, or on personal leave of absence for a period more than thirty (30) days. “Date of last hire” shall mean the date on which the Library Employee actually begins work, irrespective of when such Library Employee was advised that they had been hired. Except as hereinafter provided, seniority from other bargaining units or other employment with this Employer or any other Employer is not transferable to this bargaining unit under any circumstances. Up-to-date seniority lists will be made available to all employees either by posting where practical or by satisfactory equivalent method. This such seniority list will contain each employee’s name, classification, and seniority date.

B. If two (2) or more Library Employees have the same seniority date, seniority shall be determined by a random drawing, witnessed by the affected employees. Library Employees who accept a position outside of the bargaining unit to work for the Employer in another position, and return to a vacant position in this bargaining unit within one (1) year, shall have their seniority restored to them as it was at the time they left this bargaining unit. Upon returning to the bargaining unit, the library employee shall have an adjusted seniority date as determined by the time period that they were not employed in the bargaining unit. This provision does not give the Library Employee bumping rights or the right to a vacancy in the bargaining unit, except as otherwise provided in this Agreement.

C. Loss of Seniority. At the discretion of the Employer and subject to the grievance procedure set forth in Article 8, a Library Employee shall lose his or her seniority for the following reasons:

1. The Library Employee voluntarily terminates his or her employment.
2. The Library Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The Library Employee retires or receives retirement benefits from any plan or program recognized under this Agreement.
4. The Library Employee is absent from their job for three (3) consecutive scheduled workdays without notifying the Employer unless the Library Employee is unable to give such notice for reasons beyond his or her control.
5. The Library Employee fails to respond and/or report for work as required by the provisions of Article 13, Layoff, Bumping and Recall.

6. The Library Employee fails to return to work upon the expiration of a leave of absence or an extended leave of absence.

7. The Library Employee is not recalled to work during the period when such recall is required in Article 13, Layoff, Bumping and Recall.

**ARTICLE 13**

**LAYOFF, BUMPING AND RECALL**

A. In the event the Employer determines it is necessary to reduce the number of Library Employees, or to discontinue a position to which a Library Employee is assigned, the following procedures shall be used:

1. In the case of layoffs and recalls, the employees retained or recalled must have the skill and ability to perform the duties normally associated with the assigned job.

2. Part-Time employees in the classification will be laid off first, then the least senior employee in the affected classification will be laid off. The most senior employee laid off from the classification will be recalled first.

3. An employee within the same classification or level may voluntarily accept a layoff in lieu of another bargaining unit member who received a layoff notice provided the bargaining unit member who received a layoff notice is qualified for the volunteer’s position. In the event there is more than one employee volunteering, the most senior bargaining unit member in the same classification shall be selected for the layoff.

4. An employee who is laid off from his/her classification may elect to displace the most junior employee in other classifications, provided that the bumping employee has the present ability to perform the work in the classification to which the employee moves.

5. If the Library Employee has seniority, such Library Employee shall displace a probationary Library Employee provided that the Library Employee is qualified for the position.

6. If there is no probationary Library Employee holding a position to which the Library Employee may transfer as above provided, the Library Employee shall displace the least senior Library Employee in their same classification level within the bargaining unit provided that the Library Employee has greater seniority and is qualified for the position.

7. If there is no position that the Library Employee is qualified for in the same classification level, the Library Employee shall displace the least senior Library Employee in any lower classification level within the bargaining unit at the base pay rate of the lower classification provided that the Library Employee has greater seniority and is qualified for the position.

8. If the affected Library Employee cannot be placed in another position utilizing the procedure as above provided, the Library Employee shall be laid off.

B. If the affected Library Employee holds a part-time position and wishes to maintain part-time hours and the first option of bumping is a full-time position, they may bump into a part time position provided (1) that position is held by a Library Employee who would be affected through the layoff and bumping process, and (2) the Library Employee has less seniority than the affected Library Employee,
and (3) the affected library employee is qualified for the position. The same process may also be used to ensure a full-time Library Employee maintains their hours if such Library Employee’s first option for bumping is a part-time position.

C. If no vacant position exists and the affected Library Employee opts to accept layoff rather than bump into a lateral position for which they are qualified or to a position occupied by a less senior Library Employee, they may do so without any loss to their rights to unemployment compensation.

D. Library Employees shall be provided a minimum of thirty (30) calendar days’ advance notice of layoff except in the following circumstances. If due to an emergency a library building is anticipated to be closed for more than fourteen (14) calendar days, the Library Employees shall be notified immediately and layoffs, if necessary, will commence on the fifteenth (15th) day.

E. When the workforce is increased after a layoff, Library Employees who have been laid off will be recalled in order of seniority, most senior first.

F. Library Employees shall be subject to recall for a period of three (3) years from the date of layoff, or a period equal to the Library Employee’s length of seniority, whichever is less. The Employer shall in no event be obligated to recall a Library Employee more than three (3) years following the date of layoff. A Library Employee who is on layoff status may voluntarily relinquish their right to recall.

G. Each Library Employee being recalled shall be notified by registered or certified mail (or other provable means of delivery) at their last known address. A copy of the recall letter shall also be sent to any personal email address on file for the Employee. Each Library Employee being recalled shall have ten (10) calendar days from the date of initial attempted delivery to notify the Employer of their intent to return. If the Library Employee fails to notify the Employer of their intent to return within ten (10) calendar days as provided above, and/or fails to report for work as directed in the notice of recall, the Library Employee shall automatically forfeit all employment rights, and shall be considered a voluntary quit. The Employer shall notify the Union of all recalls.

H. Upon return to service with the Employer, those Library Employees who were laid off and are recalled shall be placed at the same classification, rate of pay and seniority date they were on at the time of layoff.

ARTICLE 14
VACANCIES AND PROMOTIONS

A. A vacancy is defined to mean any permanent job opening in the bargaining unit caused by a new job, resignation, termination, death, or retirement, which the Employer intends to fill. Vacancies caused by leaves of absence granted for paid time off (PTO), illness, medical or workers comp. or which arise on an emergency basis may be filled by temporary transfers or hires.

B. After the Employer’s decision to fill the vacancy, the vacancy shall be posted by the Employer on designated bulletin board(s), website and filed in the Business Office. Employees who bid on such vacancies shall so indicate in writing to the Business Office, within seven (7) calendar days of the date of the posting. A copy of the posting will be provided to the Union President on or before the day the posting is posted.
C. Any interested Library employee may apply for the vacancy. Non-employee applications may be collected at the same time. First consideration will be given to Library employees; however, the Employer has the right to hire outside the bargaining unit to fill a position whenever there are, in the Employer's opinion, no employees with the necessary or desired or preferred knowledge, skills, abilities and qualifications available within the bargaining unit. The review shall be uniformly administered among the applicants.

D. An employee who has been awarded a posted job will have a trial period of fifteen (15) working days during which the employee may be disqualified by the Employer or may disqualify him/herself. If the employee is disqualified by the Employer or him/herself, they shall return to their former position.

E. Any posted or published notice or advertisement shall contain the job title, job summary, minimum qualifications, current pay range, application deadline, and the phrase "the Loutit District Library does not discriminate on the basis of race, color, religion, national origin, age, sex, sexual orientation, height, weight, marital status, membership or non-membership in the Union or participation in Union activities, gender identity or expression, or disability provided that the disability is unrelated to an employee's ability to perform the essential functions of the job according to the Americans with Disabilities Act (ADA), or any other characteristic protected by federal, state and local law."

ARTICLE 15
TEMPORARY TRANSFERS
The Employer reserves the right to make temporary transfers to fill in for temporary absences or to cover for additional workloads as may from time to time be necessary to a different job and/or classification. During a temporary transfer of two (2) consecutive workdays or more, the employee will be paid their current rate of pay or the lowest step rate of pay of the job assigned, whichever is higher. Such temporary transfer shall be no longer than two (2) consecutive weeks unless agreed between the employee and employer.

ARTICLE 16
HOURS OF WORK

A. Definitions.
   1. Full-time Employees are those who are regularly scheduled to work at least thirty-two (32) hours per week.
   2. Part-time "A" Employees are those who are regularly scheduled to work at least twenty (20) but less than thirty-two (32) hours of work per week.
   3. Part-time "B" Employees are those who are regularly scheduled to work nineteen (19) hours or less per week.

B. Employees will be paid bi-weekly.

C. Breaks and Meal Periods. Employees working at least six (6) consecutive hours will receive two fifteen (15) minute breaks. Employees working four or more consecutive hours, but less than six (6) hours, will receive one fifteen (15) minute break. Employees working less than four (4) consecutive hours are not entitled to a paid break period. Relief periods may be scheduled by the Employer.

15 | Page
approximately two (2) hours after the commencement of the first half of a six (6) hour shift and approximately two (2) hours after the commencement of the second half of such shift.

For shifts of 6 hours or more, an unpaid meal period of not less than thirty (30) minutes shall be scheduled by the Employer.

Relief periods and meal periods may be interrupted as necessary for the safe, efficient, and proper administration of the Employer’s business. If a Library Employee’s paid relief period is so interrupted, any time lost will be rescheduled by the Employer during the same shift.

D. Any employee required to attend board meetings outside of their regularly scheduled hours will be paid a minimum of one (1) hour or time spent attending such meeting.

ARTICLE 17
COMPENSATORY TIME

A. Employees who work overtime may elect to receive compensatory time in lieu of receiving pay for the overtime hours worked. Compensatory time shall be credited at the rate of one and half (1-1/2) hours for every hour actually worked in excess of forty (40) in any workweek. The scheduling of compensatory time off shall be arranged in advance by the employee with the Executive Director’s approval. A request for use of compensatory time may be denied if it would unduly disrupt the Library’s operations. Compensatory time off may be accumulated to a maximum of forty (40) hours. Employees may request payment of accrued but unused compensatory time during the year that it is accrued, which will be paid as part of their regular paycheck. All accrued but unused compensatory time as of December 31 of each year will be paid to the employee at the rate of pay in effect as of that date.

B. An employee who resigns or is terminated from employment with the Library will be paid for any accumulated and unused compensatory time. Employees who resign or are terminated, the rate of pay used shall be the final regular pay rate received by the employee.

ARTICLE 18
VACATION TIME

Employees are eligible for the following vacation leave. Employees who normally work twenty (20) or more hours per week but less than forty (40) are eligible for vacation leave on a pro-rated basis.

A. Vacation time begins accruing with the first day of employment. Vacation time is computed on the number of hours for which an employee is paid, excluding overtime. If the employee is on a paid authorized leave, they will continue to accumulate vacation time.

Vacation is computed based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of paid vacation per paid hour (excluding overtime)</th>
<th>Days per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>.03846</td>
<td>10 days</td>
</tr>
<tr>
<td>1 year but less than 5 years</td>
<td>.05769</td>
<td>15 days</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>.07592</td>
<td>20 days</td>
</tr>
<tr>
<td>10 years but less than 20 years</td>
<td>.09615</td>
<td>25 days</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>20 years and over</td>
<td>.11538</td>
<td>30 days</td>
</tr>
</tbody>
</table>

An employee shall not be allowed to accumulate any paid vacation in excess of five (5) days over the maximum amount of vacation time that could be earned in a current year (which year begins with the employee’s anniversary date of employment or eligibility).

B. **Vacation Approval.** Vacations will be scheduled at times mutually agreeable to the employee and their Department Head, consistent with proper and effective conduct of department functions.

Employees will request vacation via the method utilized by all employees of the library to request time off. Employees must make a vacation request to his/her Department Head and get approval in order to use vacation time. Vacation leave with pay will not be granted before vacation time has been earned.

C. If the employee resigns or is terminated, any earned vacation in an employee’s vacation bank at the time of termination, resignation or layoff will be processed with the final pay per Michigan labor regulations.

D. At retirement only, vacation leave payments will be placed in a pre-tax Health Care Savings Program Account for the retiree to use for future medical insurance premiums and/or medical costs. Optionally, up to 100% of the vacation leave payment will be paid in cash or deposited to the retiree’s Deferred Compensation Plan (457), if eligible, two weeks prior to retirement provided the Executive Director is notified by the employee in writing at least four (4) weeks prior to the retirement date. Any retiree deposit to his/her Deferred Compensation Plan (457) will not be subject to a 2% match by the Library. For part-time eligible employee’s sick leave payments will be paid via the final pay process through payroll.

Retirement is defined for both part-time and full-time employees as age 55, after 30 years of service or at age 60 with at least six (6) years of service.

E. Employees hired prior to 1-1-2023 will be grandfathered in at their current level of vacation leave.

**ARTICLE 19**

**HOLIDAYS**

For all employees who do not work on a scheduled holiday the following applies; Full-time employees shall receive a normal day’s pay at their regular hourly rate, for all recognized holidays as outlined below. Part-time employees shall receive holiday pay on a pro-rated basis.

A. Any employee eligible for holiday pay must have worked on the last day scheduled workday immediately preceding and immediately following the holiday unless they is using authorized paid time off (i.e. vacation, personal, bonus, sick days, etc.).

B. Employees who are required to work on a recognized holiday will receive time and one-half.

C. Paid holidays include:
New Year’s Day
Memorial Day
Martin Luther King (MLK)
Independence Day
Coast Guard (Friday)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year’s Eve

D. Should a holiday fall on Saturday; the preceding Friday shall be considered as the holiday. Should a holiday fall on Sunday, the following Monday shall be considered as the holiday. When Christmas Eve and New Year’s Eve fall on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve and New Year’s Eve fall on Sunday, the holiday shall be observed on the following Tuesday.

**ARTICLE 20**
**SICK DAYS**

A. Eligibility

An employee will begin earning paid sick leave during the first day of employment. Sick leave is computed and accrued on the number of hours which the employee works, excluding overtime, at the rate of .04615 hours per hour worked.

An employee can use paid sick leave for themselves or a family member if they:

- Need care for a physical or mental illness, injury or health condition
- Seek a medical diagnosis, care or treatment
- Obtain preventative care
- Experience a primary workplace closure by order of a public official due to a public health emergency
- Need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency
- Were exposed to a communicable disease
- Parental leave (birth or adoption)

The term family member includes children (biological, adopted, foster, step, etc.), parents (biological, adopted, step, any parent who stood in loco parentis for the employee, their spouse or domestic partner), spouse or domestic partners, grandparent, grandchild or siblings (biological, foster or adopted).

Sick days are not considered hours worked for the purpose of calculating overtime.

B. Approval
The employee must notify their supervisor as soon as they are aware they need to utilize sick time to cover an absence, ideally no later than the start of their workday. If an employee becomes sick while at work or needs to leave work to attend to a covered reason for use of sick leave, the employee must notify the supervisor as soon as possible and request to use sick time to cover their absence. A request may be made verbally due to circumstances, however a time off request form or email documenting the request will be required as soon as it is feasible.

If an employee becomes sick while on vacation and receives documented medical treatment, they may use sick leave. If absent on sick leave for more than three (3) days, the employee may be required to submit a doctor’s note to support the use of sick leave.

Sick leave with pay will not be granted before sick time has been earned.

Although accrual starts immediately, employees cannot take sick leave until the 90th calendar day after beginning employment.

The Library reserves the right to investigate and visit any or all employees using sick days and if there is cause to believe that time was taken off for purposes other than specified in this section, the employee will not be compensated for the time off. Employees found to be abusing sick days may be subject to discipline up to and including discharge.

C. Carryover, Accrual Cap and Unused Sick Days

An employee can accumulate a maximum of 600 hours of sick leave, pro-rated for employees who normally work less than forty (40) hours per week. Once an employee hits the accrual cap of 600 hours, any additional accumulated hours will be placed in an extended illness bank (EIB) which may be accessed for the use of medically qualifying leave for the employee or family member, after all other accrued sick leave has been used and after three (3) days of continuous leave. (Weekends will not interrupt the definition of continuous). EIB may also be used for extended bereavement travel. Hours in the EIB should not exceed 600. EIB hours shall not be paid out upon termination or resignation of employment. If no sick hours exist in the first 600 hours of accumulated leave, eligible employees cannot use EIB hours until after three (3) days of continuous leave.

D. Termination, Retirement or Death

Any earned but unused sick time is not payable upon separation except in the event of the retirement or death of the employee. Employees (or employee’s heir) will be paid one-half the amount of their unused accumulated sick leave. Total payout cannot exceed 30 days. For full-time benefit eligible employees, sick leave payments will be placed in an eligible pre-tax account of their choosing (i.e. MERS Health Care Savings Plan, MERS Deferred Compensation Plan (457) or their eligible Health Savings Account if limits allow). For part-time eligible employee’s sick leave payments will be paid via the final pay process through payroll.

Retirement is defined for both part-time and full-time employees as age 55, after 30 years of service or at age 60 with at least six (6) years of service.

E. Coordination with Long Term Disability
If an employee needs to take a medical leave of absence to care for themselves or a family member, they will continue to be paid until the employee has exhausted all earned time off (i.e. sick leave, vacation leave, personal day leave, and). If the employee is eligible for long term disability insurance, the employee must utilize available earned time off beginning with sick leave (i.e. sick leave, vacation leave, personal day leave, etc.) to cover the 90-day waiting period before compensation through the Long Term Disability provider begins. During this waiting period, vacation and will be allowed to accumulate.

ARTICLE 21
PAID PERSONAL LEAVE

A. Eligibility

On January 1 each year, employees receive five (5) days of paid personal leave to be used for any personal matter. New employees who start work between July 1 and December 31 receive two (2) days of paid personal leave upon their date of hire to be used for any personal matter. Hours are pro-rated for employees who normally work more than twenty (20) hours but less than forty (40) hours per week.

B. Approval

Employees will request personal leave via the method utilized by all employees of the library to request time off. For the most recent guidelines to request vacation, please refer to the Personnel Policies and Procedures Manual.

C. No Accrual, No Carryover

Paid personal leave days are given on a calendar year basis.

They are not accrued based on completion of the previous year. Paid personal leave may not be carried over to the following year. Any paid personal leave unused as of December 31 will be forfeited.

D. Termination

Employees will not be paid for any unused paid personal leave at the time of termination.

ARTICLE 22
BEREAVEMENT LEAVE

Employees are eligible to receive emergency paid leave in the event of the death of a member of the employee’s immediate family. For the death of a spouse, child, parent, grandparent, brother, sister, or in-law, the employee may be granted up to five (5) working days of paid bereavement leave at the discretion of the Executive Director to prepare for and attend the funeral. Upon the death of other relatives or close friends, unpaid time off may be granted at the discretion of the Executive Director.

ARTICLE 23
JURY DUTY

Any employee who is called to serve on a jury panel will be allowed time off to serve. Your job will be protected for you while you are serving.

The Library encourages you to do your duty as a good citizen if called. Because jury duty reimbursement may not be equal to your normal income and so that doing your duty as a good citizen
does not impose a financial burden on you and your family, your jury payment will be supplemented to equal your normal pay by the Library for a period of up to twenty (20) business days. Naturally, any transportation or lodging allowances paid by the court can be kept by you to cover those expenses.

All time spent on jury duty must be substantiated with an official court document indicating dates served and amount of jury pay. If you are released from jury duty prior to the end of the workday, you must return to the Library to finish your shift.

ARTICLE 24
MEDICAL LEAVE

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

Medical/disability leaves will run concurrently with the federal Family Medical Leave Act (FMLA) if it is applicable to the medical/disability leave.

Upon return from a medical/disability leave of absence, the employee must provide appropriate medical clearance documentation to return to active work. You must return to work as soon as medically able. An employee who fails to return to work once a physician has indicated the employee is able, shall be deemed to have quit their employment with the Library. In its sole discretion and expense and at any time during this leave, you may be required to submit to an independent medical exam by a physician assigned by the Library. Every effort will be made to return the employee to their former position, if available. If the employee returns after FMLA protection has run out and no positions are available, the employee will be placed on layoff status.

A. Employee Responsibilities

An employee may not use a leave of absence to seek or perform work with another employer without the prior written consent of the Library. Verification of an employee’s leave status and updates will be required by the Library.

B. Benefit Continuation

Health, dental, life, and disability insurance will continue during an approved medical leave. Upon return from leave, the employee will work with the payroll department to pay back the employee portion of the premium due for benefits active while out on leave.

C. Use of Paid Time Off Requirement

Employees will be required to use all paid time off available (i.e., sick leave, vacation, personal days, etc.) during a leave of absence to cover the leave and/or supplement worker's compensation and/or disability benefits. If disability or worker's compensation benefits are being received, the payroll department will determine the amount of supplemental time off required to be used to make the
employee’s compensation whole. The employee’s sick leave will be used first in the case of medical, disability or worker’s compensation leave.

D. Benefit Accrual

Certain employee benefit entitlements will not accrue during the time of leave.

- Vacation Days
- Sick Days

ARTICLE 25
FAMILY AND MEDICAL LEAVE ACT
The Employer will comply with the Family and Medical Leave Act of 1993.

ARTICLE 26
MILITARY LEAVE
In an effort to encourage and assist employees in the performance of their military obligations, employees who are ordered to perform inactive duty for training, active duty for training, or extended active duty with the Armed Forces of the United States shall be granted a military leave of absence. Upon completion of this leave the employee shall be entitled to receive re-employment rights and other benefits as required by law.

Documentation of military leave will be required if time off is needed.

Military leaves do not require use of available paid time off.

Reinstatement after a military will be handled pursuant to law.

If your military leave also qualified under FMLA guidelines and rules, military leave will run concurrently with any FMLA granted leave for military reasons.

ARTICLE 27
MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHT ACT AND AMERICANS WITH DISABILITIES ACT (ADA)
The Library complies with all federal, state and local laws providing protection under the Michigan Persons with Disabilities Civil Rights Act and the Americans with Disabilities Act (ADA). For more information, please refer to the detailed policy in the Personnel Policies and Procedures Manual.

ARTICLE 28
UNPAID PERSONAL LEAVE
Upon written application by the employee to the Library Executive Director unpaid leaves of absence may be granted in case of illness or other justifiable causes (including terminal illness of a spouse or child) for a period not to exceed twenty-four (24) months. Seniority shall not accumulate during such leaves. Accrued PTO must be used up before an employee will be eligible for an unpaid leave.
ARTICLE 29
DONATED LEAVE POLICY

The Donated Leave Policy provides our employees the opportunity to assist another employee who is facing a personal serious illness or injury or caring for an immediate family member who has a serious illness or injury. Specifically, this policy allows multiple employees to donate a combined maximum of twenty-six (26) weeks of accrued vacation and sick leave to an employee when the receiving employee needs time off that is not otherwise covered by any existing time off benefits.

If an employee is eligible for or receives Short of Long-Term Disability, unemployment benefits or Worker’s Compensation benefits, they are not eligible to receive donated leave time.

This policy may be used for occasions when:

A. The receiving employee has a serious illness or injury that poses a threat to life and/or requires inpatient, hospice or residential health care and the employee needs time off, or
B. The employee is providing care for an immediate family member (parent, spouse, domestic partner, child, step-child, etc.) who has a serious illness or injury and the employee needs time off, and
C. The receiving employee has exhausted all his/her paid time off (Vacation, Personal, Sick Leave, etc.) before receiving donated vacation or sick leave time under this policy.

A. Guidelines

1. A donating employee can donate a maximum of forty (40) hours to an employee in a rolling 12-month period. Donations must be made in 1-hour increments. In no case will the donating employee’s accrued vacation and sick leave time bank be allowed to go below forty (40) hours after the donation.

2. Only previously accrued vacation and sick leave time may be donated. Donations must be made in the form of time off from work and cannot be “cashed out” for the equivalent dollar value of that time off.

3. Donations will not be reversed. By signing and submitting a Donated Leave Form you are approving the Business Manager to remove the time from your Vacation or Sick leave balance.

4. The receiving employee can receive a maximum of twenty-six (26) weeks of donated time off in a rolling 12-month period. The number of weeks allowed is based on the length of time the employee needs to be off of work to care for his/her serious illness/injury or his/her immediate family member’s serious illness/injury.

5. The number of hours paid per week (up to a maximum of forty (40)) will be based on the average number of hours the receiving employee worked per week for the last twelve (12) weeks that the employee has worked preceding the initiation of the donation request process. This calculation is primarily for part-time employees whose standard work week may be less than forty (40) hours.

6. Donated vacation and sick leave time may be received from multiple donors. There is no guarantee the full request will be granted as the hours available are directly based on the number of hours donated.

7. Donations are received on a first come, first give basis. Donations will be denied when the receiving employee reaches his/her maximum donation amount.

8. Donated vacation and sick leave time will be transferred on an hour-to-hour calculation rather
than based on dollar-to-dollar current rate of pay.
10. Donated time off cannot be used retroactively (i.e., for pay periods prior to receiving the donation).
11. Donated time off cannot be cashed out.

B. Process

1. The requesting employee, or his/her supervisor, or the Business Manager, must submit a request for donated time in writing (email is appropriate) to the Library Executive Director.
2. The Executive Director will review the request and communicate next steps appropriately with the employee, supervisor and Business Manager.
3. The requesting employee and employees donating time must submit a Donated Leave Form (Appendix I).
4. The need for donations can be formally communicated if the receiving employee approves it. If the receiving employee does not approve a formal communication, potential donors would need to be contacted about the opportunity to donate via “word of mouth” based on the employee’s direction. These two options are in place to protect the privacy of the employee.

ARTICLE 30
BENEFITS

Section 1. Health Insurance

The Employer shall provide all eligible employees (employees who work at least thirty-two (32) hours per week) and their properly enrolled dependents with health insurance under its group health insurance program, currently administered by Priority Health, as set forth below, subject to the availability of the described plans:

A. There are currently two health insurance plans available: 1) Priority Health HMO HSA and 2) Priority Health HMO. The Employer reserves the right to offer additional plans, modify plan offerings and or change the vendor(s) as indicated in subsection G below. The benefits-at-a-glance summary showing the general terms of each plan and can be found in the annual employee benefits guide.

B. The prescription drug co-pay for each plan shall be as indicated in the benefits-at-a-glance summary.

C. The Employer will contribute ninety percent (90%) towards the cost of the monthly health insurance premiums. The employee shall pay the remainder of the cost of the health insurance premium through authorized payroll deduction.

D. Employees who do not participate in the health insurance coverage shall be paid an in-lieu of payment as follows:

- Employee Only - $19.23 per pay period
- Employee + One - $28.85 per pay period
- Employee + Family - $38.46 per pay period

This provision shall not apply to spouses who are both employees of the Employer.

E. Coverage for newly hired employees begins on the first day of full-time employment.
F. The Employer may at any time make any changes necessary to comply with the requirements of applicable law, including, but not limited to, the Affordable Care Act.

G. The benefit plans are reviewed annually and the Employer/board may choose to modify insurance (health, dental, vision, life, disability) carriers and offerings as the overall employee/employer needs dictate. The Employer will offer an overall benefits package that is substantially equivalent. Before any benefits changes are implemented, the Union will receive written notice at least 30 days in advance and will have the opportunity to review and respond.

H. Health insurance coverage shall continue through the end of the month of any layoff, resignation, or termination.

**Section 2. Life Insurance.**

The cost of the premium for $20,000 term life insurance with accidental death and dismemberment coverage will be paid by the Employer for all employees working a minimum of 32 hours per week.

**Section 3. Dental Insurance.**

The Employer shall provide dental insurance (see summary plan in the annual benefits guide). The employee will pay the following amounts towards the monthly premium:

- Employee Only - $2.06 per pay period
- Employee + One - $5.74 per pay period
- Employee + Family - $5.74 per pay period

**Section 4. Vision Insurance**

The Employer shall provide vision insurance (see summary plan in the annual benefits guide.) The Employer will pay the full cost of the vision insurance.

**Section 5. Coverage and Dependents**

Each employee is responsible for keeping the Employer informed of the current number and status of dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility.

**Section 6. COBRA**

The Library complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA) requirements as required by law. COBRA provides temporary continuation of group health, dental and vision coverage that might otherwise end due to a certain qualifying event. If an employee wishes to continue coverage for any period in which the Library's obligation does not exist or apply and that period qualifies for COBRA continuation coverage, the employee shall have the responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense through the COBRA Administrator.

An employee who retires at age 55 or older (or who retires on duty-related disability at an earlier age), but who has not yet attained age 65, and who is enrolled in the Employer's group health
insurance plan at the time of retirement, shall be allowed to continue their enrollment in the plan under the provisions of COBRA and shall privately pay for the premiums under the Employer’s group rate, subject to the following:

a. Coverage continuation under the plan shall continue only for the time period required by COBRA.

b. During the coverage continuation period required by COBRA, the Employer will pay for single coverage, up to $155.00 per month, or double/family coverage, up to $300.00 per month.

Section 7. Long-Term Disability

Employees are eligible for Long-Term Disability (see summary plan in the annual benefits guide) if they are unable to work due to an accident or sickness and will receive 60% of their monthly earnings up to a maximum monthly benefit of $6000 after a 90-day waiting period.

ARTICLE 31
PENSION

The defined benefit retirement plan, with a 2.25% multiplier, six (6) year vesting and 2.5% COLA through the Municipal Employees’ Retirement System will be provided by the Employer. Early retirement is allowed at age 55, after 30 years of service, with no reduction in pension benefits, or at age 60 with at least six (6) years of service.

For new full-time benefit eligible employees as of July 1, 2023, the employer will provide a defined benefit plan with a 1.75% multiplier, eight (8) year vesting and a 1.5% COLA through the Municipal Employees’ Retirement System will be provided by the Employer. Early retirement is allowed at age 55, after 30 years of service, with no reduction in pension benefits, or at age 60 with at least eight (8) years of service.

Each employee covered by this Article shall contribute 6% of compensation toward this pension plan through payroll deduction. The Employer shall pay a matching contribution of 9.9% toward this pension plan as established.

The Library will make available to employees an on-site MERS educational opportunity at least once a year.

ARTICLE 32
TRAVEL REIMBURSEMENT

A. Mileage

When an employee travels for Library purposes, he or she shall be reimbursed at the standard mileage rates for the use of their personal vehicle (including vans, pickups, or panel trucks) as determined by the Internal Revenue Service of the United States Department of Treasury. The effective date of the mileage rate change shall coincide with the Internal Revenue Service rate change effective date.

Any person seeking reimbursement for travel expenses should have that travel pre-approved by the Executive Director, whenever possible, and shall promptly submit a reimbursement request that details
the date(s) of travel, origination and destination, the Library purpose of the travel, the total miles traveled, and other information as required by the Executive Director.

The Executive Director shall have the right to determine the eligibility of the travel for reimbursement purposes.

B. Meals

The Library will provide reimbursement for meals and incidentals while on approved Library business up to the allowed per diem rates by the IRS. Incidentals include fees and tips given to porters, baggage carriers, bellhops, etc.

These reimbursements will not be considered taxable if the Library employee can account for the time, place and business purpose of the reimbursement.

C. Lodging

Employees will be reimbursed for actual expenses incurred for lodging while on approved Library business. Employees must obtain receipts for lodging and document the expenses on the travel voucher to substantiate the place, amount, and business purpose of their expense.

When feasible, the Library shall reserve appropriate lodging and payment shall be made with a Library credit card.

D. Other Expenses

Reimbursement for other expenses arising out of performance of Library duties, parking fees, tolls, taxis, and/or public transportation expenses will be allowed. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

The reimbursement for the use of taxis or other forms of public transportation shall be limited to trips necessary for the conduct of official Library business and shall be accompanied by a receipt.

E. Travel Voucher

Travel vouchers, available from the Business Manager, will be completed to include the following information:

A. Date and time of departure from the Library;
B. Purpose of trip;
C. Total distance traveled in miles, if driven; and
D. Receipts for lodging, car mileage, and other expenses incurred on the trip.

Completed vouchers for travel reimbursement shall be submitted within thirty (30) days upon return.

F. Reimbursement for Spouses
ARTICLE 34
PERSONNEL RECORDS
The Employer shall maintain a confidential permanent personnel record file for each Library employee with the designated Human Resources Department. Such personnel records shall be managed following the guidelines as laid out in the Personnel Records policy in the employee handbook as well as any applicable state or federal law.

ARTICLE 35
EFFECT OF LEGISLATION
If any provision of this Agreement is or becomes in contravention of the law or regulations of the United States or State of Michigan, such provision shall be suspended by the appropriate provision of such law or regulation so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The provision being in contravention of such law or regulation shall be renegotiated by the parties in order that there will be no such contravention.

ARTICLE 36
MISCELLANEOUS
A. Time sheets are used as a means of accurately recording hours worked, meal periods, overtime, absences, and any paid time off. Accordingly, all work performed by you must be done while clocked in, and you are required to fill out your own time sheet in accordance with your own work schedule.

B. Outside Employment
Employees may accept employment in addition to their work with the Library provided:

a. Such employment does not constitute a conflict of interest with the employee’s duties;

b. Such employment does not interfere with the employee’s job with the Library;

c. Such employment is not during the employee’s regular working hours;

d. Such employment does not occur while the employee is on sick leave.

Employees must notify the Executive Director in writing of any outside employment and a determination made as to a possible conflict of interest. All outside employment is subject to the approval of the Executive Director. The notice will be placed in the employee’s personnel file.

C. Personal Mail

Employees may send personal letters through the Library mail facilities. Employees, however, shall not use Library letterhead, envelopes, or postage for personal use.

D. Smoke-Free Workplace

In accordance with Michigan’s 2010 Smoke Free Air Law, and the Ottawa County Smoke-Free Indoor Air Regulation, the Library prohibits smoking, vaping and the use of tobacco products in all
areas of the Library's campus. This includes common work areas, meeting rooms, private offices, elevators, hallways, staff lounge, stairs, restrooms, all other enclosed facilities, parking garage, parking lots, and outdoors and through this policy, will inform employees, vendors, customers, or visitors of this prohibition and the penalties involved for violation.

The Library is committed to providing a healthy workplace for our employees and a tobacco-free business environment for the public which uses our services.

No smoking signs at entrances to and throughout work areas shall be posted, and all ash trays or other smoking paraphernalia shall be removed from work areas.

Persons observing a violation of this policy shall report it to their supervisor or Human Resources. All complaints will be investigated and all personnel are expected to cooperate fully.

The Library is supportive of tobacco cessation programs and offers assistance to employees in seeking help with their tobacco use through health plan and employee assistance program offerings.

Retaliation against individuals for reporting violations of this policy or for exercising their rights under the law will not be tolerated. If you believe you are being retaliated against, immediately report it to your supervisor or Human Resources.

E. Work Injuries

The Library complies with federal and state occupational safety and health laws. Any workplace injury, even minor ones, must be reported immediately to the immediate Department Head or Executive Director by the injured employee. No employee should perform any work tasks or take any action which may endanger the employee, another employee or the public. Employees are required to be familiar with applicable safety rules and workplace injury processes.

F. Unscheduled Closings

If the Library is officially closed due to an unscheduled circumstance as determined by the Library Executive Director, or in absence of the Executive Director, the Assistant Director, or in absence of the Assistant Director, a member of the Library Executive Board, employees scheduled to work shall be paid for the time not worked.

If the Library remains open for business and employees are prevented by severe weather from reporting to work, the employee will be allowed to use accrued paid time (vacation, personal time, comp time, and sick).

G. Remote Work

The Library recognizes that occasionally work may need to be performed remotely. Employees may work remotely provided the Executive Director and/or Department Head deems it necessary, and permission is granted in writing (may be via email). Any hours worked will be documented by the employee on his/her time sheet.

If the Executive Director has reasonable grounds to believe an Employee is not working sufficient hours to perform his/her duties, the Executive Director shall have the right to request a detailed written outline of an employee's schedule. Thereafter, if the Executive Director is dissatisfied with
the schedule maintained by the employee, the Executive Director shall have the right to require the employee to adhere to their specified weekly work schedule.

H. **Cell Phone Reimbursement**

For employees required to utilize their personal cell phone for Library business will be reimbursed forty dollars ($40) per month.

The allowance is granted per the following criteria:

- The cellular phone must be a smart phone, capable of sending and receiving voice, email, texts, and video.
- Job function requires considerable time outside of assigned office or work area.
- Job function requires continuous accessibility beyond scheduled or normal working hours (i.e., on-call responsibilities for critical library services).
- Job function requires access to e-mail, texts, video outside of the office or beyond normal scheduled working hours.

A cellular phone device acquired as provided by the criteria above is the personal property of the employee. No Library personnel shall force employees to use a specific cellular phone device, carrier or plan.

The allowance will be provided as taxable income to the employee but will not be considered part of the employee’s base salary or considered for calculation of retirement benefits. This allowance does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay due to annual raises, promotions, etc. An employee is prohibited from continuing to collect a monthly cell phone reimbursement when their cellular phone is no longer active or needed for the performance of the employee’s job responsibilities.

I. **Dress Code**

Employees shall be appropriately dressed according to the nature of their job. The Library has taken the position that the success of our Library is determined in part by establishing and maintaining a proper and professional atmosphere, which is determined by the image the employee projects as well as their business conduct.

All employees will receive a name tag to be worn when in the public areas of the Library.

The Library Executive Director reserves discretion in determining the appropriateness of attire worn to work.

Upon hiring of a new Executive Director and/or upon request of the Union, both parties mutually agree to review Article 35 (I) for necessary modifications.

J. **Personal Phone Calls**

Employees are permitted to make brief personal calls. While such calls are permitted, employees are asked to exercise discretion and to keep such calls to a minimum, both on the basis of frequency and duration.
No employee may make personal long distance phone calls using a Library phone except as approved by the Executive Director or Department Head.
ARTICLE 37
TERM OF AGREEMENT

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, shall be in effect from August 8, 2023 through June 30, 2026 and shall continue from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent renewal period of its intention to amend or modify this Agreement.

Each party having had an opportunity to put forth its issues and concerns agrees this Agreement constitutes the entire agreement between the Employer and the Union regarding the subject covered in the Agreement.

Any changes made to this Agreement must be mutually agreed upon. Further, neither party is obligated to bargain any changes during the life of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 8th day of August.

LOUTIT DISTRICT LIBRARY, a Michigan Municipal Corporation

Service Employees International Union, Local 517M

[Signatures]

Ellen Peters
Executive Director

Christine Stressman
Labor Relations Specialist, SEIU Local 517M

Anne Harrison
Assistant Library Director

Katie Agphenaar
Member, Bargaining Committee

Caryn Lannon
Board Treasurer

Member, Bargaining Committee
Amanda Burnett  
Human Resources Manager

Kimberly Rice  
Member  
Bargaining Committee

Burton Brooks  
Board President

Cathy Rusco  
Board Vice President

Nancy Collins  
Board Trustee
Wage Scales

Employees who are currently paid more than the step requires, will be held at their current pay until such time as their years of service moves them to a higher step and increased pay. The library reserves the right to place new hires at an appropriate step within the pay scale based on previous experience and qualifications.

### Exhibit A:
#### Loutit District Library Supervisory Wage Scale Contract
#### July 1, 2023 through June 30, 2024

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