

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Service Employees International Union
Local 517M

AND

Public Libraries of Saginaw

Effective July 1, 2021 - June 30, 2024

AGREEMENT STATEMENT

THIS AGREEMENT made and entered into this 30th day of June, 2021 between the Public Libraries of Saginaw (Library) and the Service Employees International Union, Local 517M.

ARTICLE I - RECOGNITION

In accordance with Act 176 of the Public Acts of 1939, as amended, the Library hereby recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Library Clerk employees employed by the Library, EXCLUDING: Temporary employees, supervisors, and confidential employees as defined in the Act. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the bargaining unit.

ARTICLE II – RIGHTS OF LIBRARY CLERK EMPLOYEES

SECTION A.

Employees shall have the right to hold meetings in Libraries without charge subject to Library policies and regulations concerning application for use, etc. This applies except in event of a strike. Said meetings will not be held during working hours of employee participants, unless special permission is given by the Director or his or her designee.

SECTION B.

1. The Union officers shall be permitted the reasonable use of inter-office and inter-building mail for communications with the approval of the Director.
2. Copies of all bargaining unit inter-office and inter-building correspondence will be distributed, at the same time as the regular membership distribution, to the Library Business Office.

SECTION C.

Upon request of the union, the Library shall provide the Union with a list of all personnel in the bargaining unit, together with length of service, classification, and salary provided that the Union gives at least seven (7) days notice prior to its request for such information. Once a month thereafter the Library shall provide the above information for new hires, persons on long-term leaves of absence, and persons terminated.

SECTION D.

The Library shall provide the Union access to that information legally required and necessary for collective bargaining, but in no way assumes the responsibility for assembling, organizing, systematizing, coordinating, separating, or collecting such information. The Union shall give the Library reasonable notice of the Union's intent to request access to said information and

such access shall be provided at reasonable times during normal business hours when it does not interfere with the normal operation of the Business Office.

SECTION E.

The parties agree and recognize the right of the employees and the Library to invoke the assistance of the Michigan Employment Relations Commission as provided by Act 379 of the Michigan Public Acts of 1965 in appropriate cases.

SECTION F.

While it is recognized that the Library has the right to subcontract or contract out any and all work, processes, or services, and to transfer work out of the bargaining unit, it is agreed that before the Library removes said bargaining unit work from the bargaining unit, it shall notify the Union, and, if requested in writing by the Union within five (5) days following notification, the Library shall meet with the Union to negotiate on the matter.

ARTICLE III - LIBRARY RIGHTS

SECTION A.

It is the intention hereof that all of the rights, powers, prerogatives, and authorities that the Library had prior to the signing of this Agreement, including but not limited to those in respect of rates of pay, hours of employment, and conditions of work, are retained by the Library except those, and only to the extent that they are specifically abridged, delegated, or modified by this Agreement. The exercise of judgment and discretion by the Library and its administrators, if made in good faith and for valid reasons, not in conflict with the express terms of this Agreement, shall be upheld.

SECTION B.

Nothing contained herein shall be considered to deny or restrict the Library of its rights, responsibilities, and authority under the Michigan District Library Laws or any other national, state, county, district or local laws or municipal regulations.

SECTION C.

The listing of specific rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of the rights of management not listed and specifically surrendered herein.

ARTICLE IV- DUES CHECKOFF

SECTION A.

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.

SECTION B.

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, of the name(s) of any employee(s) who revoke(s) their authorization(s) The Employer shall notify the Union if any bargaining unit employee is terminated or is place 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.

SECTION C.

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.

SECTION D.

Remittance of dues and COPE Fund Deductions

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 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 any discrepancies in the records.

Upon signed authorization of the Employee, The Public Libraries of Saginaw agrees to deduct contributions to COPE (a Union political action fund) from its employees who are Union members.

SECTION E.

The Union's right of access to Library employees during the employee's

working hours shall be limited to the employee's meal period and break times. Upon approval of the Director or supervisor of the building in which the employee works, a Union representative may be permitted to meet with Library employees during working hours.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION A.

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

Grievance Defined: A "grievance" shall mean a specific charge by an employee or group of employees or Union, based upon an event, condition, or circumstance under which an employee works, that a provision of this agreement has been violated or misinterpreted.

SECTION B.

STEP ONE - Within ten (10) calendar days of the time a grievance arises an employee may present the grievance to his/her supervisor.

STEP TWO - If the grievance is not resolved in Step One, the employee may, with the assistance of a union representative, within seven (7) calendar days reduce his/her grievance to writing on a grievance form provided by the Union and present the grievance to his/her supervisor for a written answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s). The supervisor shall give the employee an answer in writing no later than seven (7) calendar days after receipt of the written grievance.

STEP THREE - If the grievance is not resolved in Step Two, the employee and/or union representatives may within seven (7) calendar days, present the written grievance to the Director of the Libraries. The written grievance shall state the event, condition, or circumstance giving rise to the grievance, the provisions of the Agreement allegedly violated or misinterpreted, state the relief requested, and be signed by the employee and Union representative. The Director of the Libraries shall within fourteen (14) calendar days meet with the grievant and Union representatives to discuss the grievance. The Director of the Libraries shall within fourteen (14) calendar days following the meeting answer the grievance in writing and at such time the grievance shall be returned to the grievant.

STEP FOUR - If the grievance is not resolved at Step Three, and the Union desires to submit it for arbitration, they must submit it to the FMCS within

fourteen (14) calendar days after receipt of the Director's written answer in Step Three.

Upon receipt of the arbitration list from FMCS, unless either party rejects the first list and requests a second list from FMCS, the parties will select an arbitrator by alternate striking with the Union going first.

The jurisdiction of the arbitrator shall be limited to the determination of the grievance which involved an alleged violation of a specific Article and Section of this Agreement. The arbitrator may not go outside of the Agreement in reaching a decision.

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

Powers of the Arbitrator

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
2. The Arbitrator shall have no power to establish or change salary scales or any economic benefit granted under the Agreement such as but not limited to holidays, pensions, retirement, insurance of any kind, sick days, personal days.
3. The Arbitrator shall have no power to change any written practice, policy, or rule of the Library.
4. The Arbitrator shall not substitute his/her judgment for that of the Library as to the reasonableness of any such practice, policy or rule unless such policy, practice or rule is in violation of a specific Article and Section of this Agreement. The Arbitrator's powers shall be limited to deciding whether the Library has violated the expressed Articles and Sections of this Agreement and he/she shall not imply obligations or conditions binding upon the Library from this Agreement. It is understood by the Arbitrator and the parties that any matter not specifically set forth in the Agreement, remains within the reserved rights of the Library.
5. The Arbitrator's decision when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon

the Union, the employee or employees involved, and the Library.

6. If either party shall claim that a particular grievance fails to meet the test of arbitrability, the arbitrator shall first decide such issue before proceeding to make a determination on the merits of the case.

SECTION C.

Any grievance not filed within the prescribed time limit or not advanced to the next Step within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by the Library and the Union in writing; then the new date shall prevail.

SECTION D.

The Library shall not be required to pay back wages more than sixty (60) calendar days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment or other wages that he/she may have earned during his/her normal working day during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

SECTION E.

Miscellaneous

1. Grievance meetings between the Union and the employer shall be conducted in a private location and shall include only those persons involved in the dispute and/or those persons provided for herein.
2. Grievance meetings provided herein shall normally be scheduled during working hours of the employee and in a manner that is least disruptive to the operations of the Libraries. An employee participating in any level of the Grievance Procedure, including Arbitration, will be released from assigned duties without loss of salary.
3. Except as modified herein, any grievance which is not appealed from a decision at one step of the procedure to the next step in the procedure within the time limits established herein, shall be considered resolved on the basis of the last decision and not subject to further appeal.
4. If the Library does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure.
5. These time limits have been set as a guide and if additional time is needed it is expected that both parties will agree to any reasonable request for an

extension of time for good cause. Such extension shall be in writing and shall be for a specified period of time.

6. Nothing herein shall prevent an employee from being represented by their union steward at any step of the grievance procedure.
7. Grievances involving suspensions or discharge shall be initiated at the Step Three level of the Grievance Procedure.
8. In the course of the investigation of any grievance, representatives of the Union will report to the employee's immediate supervisor and state the purpose of the visit immediately upon arrival. Employees involved in any discussion of a grievance matter shall be contacted by union representatives at their place of work only during non-working time.
9. The Union will prepare a grievance form and submit it to the Director for approval.
10. Any agreement reached between management and the representatives designated by the union president is binding on all parties affected and cannot be changed by any individual. Said agreement shall not be challenged through the Grievance Procedure.

ARTICLE VI - NO STRIKE CLAUSE

SECTION A.

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in, any strike, sit-down, stay-in, or slow-down, curtailment of work restriction of work, or stoppage of any of the Library's operations, or interference with any of the operations of the Library.

SECTION B.

The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any picketing of the Library's property during the life of this Agreement.

SECTION C.

The Union agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppage, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event the Union violates the foregoing provision, the Library shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have. The Union further agrees that the Library shall have the right to discipline (including discharge) any or all employees who violate this Article.

ARTICLE VII - DISCIPLINE AND DISCHARGE

SECTION A.

The Library shall retain the right to establish, adopt, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B.

New or amended rules will be published five (5) working days prior to their effective date.

SECTION C.

After completion of the probationary period, no employee shall be discharged or disciplined without just cause. Just cause for discipline or discharge shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to notify his/her supervisor of anticipated absenteeism prior to reporting time; failure to take a physical examination; insubordination; unethical conduct; overt discourtesy to supervisors, visitors, or other Library employees; gross neglect of duty; falsification of employment application or other records; advising or directing employees to disregard the orders of supervision; the unauthorized release of information regarding the operation of the Public Libraries of Saginaw to a fellow employee or any unauthorized person, performing work for self or others for personal gain on library time, and the use of library equipment, supplies, or resources for personal gain. Off-duty conduct resulting in criminal charges may be grounds for discipline when there is evidence that the conduct will adversely impact the reputation or image of the Library.

SECTION D.

Records of all disciplinary actions shall contain the date and brief description of the violation so the employee may prepare a proper defense, and the signatures of the individuals issuing the warning and the employee.

SECTION E.

Disciplinary actions shall be issued in writing with copies going to the employee and Union. Such disciplinary action shall contain the date and a brief description of the violation so the employee may prepare a proper defense.

SECTION F.

All discipline shall be issued within thirty (30) days of the date of the incident of Management's knowledge of the incident.

ARTICLE VIII - SENIORITY

SECTION A.

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's service with the Library. Seniority for employees hired on the same date shall be determined by lot.

Employees with previous clerical experience in the Public Libraries of Saginaw System, may, at the discretion of the Library, if they are hired back into the Library System, be restored to the same step level on the salary schedule at which they left.

SECTION B.

New full-time employees shall be subject to a probationary period of thirty (30) actual days worked which must be completed within two (2) months in which work is scheduled. Upon completion of probation, the employee's seniority date shall be the date of hire. New part-time employees shall be subject to a probationary period which is the equivalent of thirty (30) days worked which must be completed within two (2) months.

Effective July 1, 1996, for the purpose of applying the annual step increments, seniority dates shall be moved to month and date of hire for existing employees. Employees will receive their normal incremental increase whenever the anniversary date of their seniority occurs.

During the probationary period, the Library shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason, without regard to the provisions of this agreement; and no grievance shall arise therefrom.

1. The Union will represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment.
2. Upon hiring, new employees will receive a copy of the collective bargaining agreement. Additionally, the Library will notify new employees and the Union of their completed probationary period.

SECTION C.

Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Library to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

SECTION D.

An employee may be terminated and lose his/her seniority rights at the sole

discretion of the employer if he/she:

1. Quits without at least two weeks advance written notice before the effective date of their termination of employment.
2. Is discharged for just cause.
3. Is laid off for a period of two (2) years or the length of his/her seniority, whichever is less.
4. Fails to report to work within five (5) days following recall from layoff, notice of said recall to be by certified mail.
5. Is absent without a reasonable excuse for two (2) consecutive working days without notice to the Library.
6. Fails to return from a leave of absence at the designated time, without reasonable excuse acceptable to the Library.

SECTION E.

It shall be the responsibility of each employee to notify the Library of any change of address or telephone number. The employee's address as it appears on the Library's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

SECTION F.

An employee who accepts or has accepted a position outside of the bargaining unit and subsequently reenters the bargaining unit shall retain his/her seniority less the time spent outside of the bargaining unit.

ARTICLE IX - LAYOFF AND RECALL

SECTION A.

Layoff

In any reduction of employees and/or positions due to a decrease in work load, lack of funds, elimination of positions, or any other administrative reason, the Library shall have the prerogative of reducing the staff as needed to ensure the efficient operation of the Library. The following procedure will be followed:

1. In the event layoffs occur in the Library system, probationary employees will be laid *off* first on a Library system-wide basis, according to length of service, i.e. employees with the least amount of service will be laid *off* first.
2. Seniority employees will then be laid *off* according to seniority standing within their own employment class. For example, within a specific class

employees with the least amount of seniority would be laid off first. If there are employees in lower classes with less seniority who are still working, they may be "bumped" by a laid off employee with more seniority from another class.

SECTION B.

The Library reserves the right to layoff or recall employees on a temporary basis (not to exceed ten (10) working days) without regard to seniority.

SECTION C.

1. In the event the Library schedules a shortened work week for any employee or groups of employees within any position, classification or location, it shall not be considered a layoff and the provisions of this Article will not apply.
2. If an employee works less than 59% of his/her normal weekly hours for three consecutive work weeks, the employee will be considered as subject to layoff in subsequent consecutive work weeks in which the employee would be scheduled to work less than 59% of his/her normal weekly hours. In such event, the employee would then have the option of working the reduced work weeks or be allowed to bump less senior employees within their classification or lower who are scheduled to work a normal work week under Section A of this Article.

SECTION D.

Recall

1. In the event there exists open, vacant position(s), which the Library has elected to fill, employees shall be recalled in order of seniority with the most senior employee on layoff being recalled first, provided that the employee has the ability to perform the work available and provided that he/she possesses the necessary skill and qualifications required for the job. Employees recalled to a position for which they are judged qualified by the Library, shall be deemed voluntary quits if they are not willing to accept such work, and their seniority status shall be considered to have been terminated.
2. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Library, and upon failure to report within five (5) days of mailing of such notice, such failure shall be considered to be a voluntary quit, provided, however, the employee's failure to report is not the result of inability to report by reason of proven illness. Employees are responsible for keeping the Library informed of their last known address.
3. If an individual is recalled out of order because of the Library's exercise of the "skill and qualifications required for the job," per Section D. 1. above, said individual shall not be allowed to apply for a voluntary transfer

to any other position for a period of six (6) months following his/her recall.

SECTION E.

For purposes of this Article, and other applicable sections of this contract, the determination of the Library as to qualifications and ability shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner.

SECTION F.

Seniority shall not accumulate during any period of layoff but such employees rehired within the two (2) year period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the lay-off date.

ARTICLE X - PROMOTIONS AND TRANSFERS

SECTION A.

If permanent job vacancies are to be filled, they will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in.

1. Notice of said job vacancies shall be given to all Library employees in the Director's Notice, or by a special designated notice. The Director will accept written applications from employees for the position for ten (10) calendar days after notice of the vacancy is made known. The Library reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.
- 2.a. Prior to the vacancy being filled, the Director or his designee shall review all applications from within the unit. If unit applicants are judged unqualified per the considerations listed in sub-section (b) below, and therefore no unit applicant is selected to fill the vacancy, the Library may consider applicants outside the bargaining unit.
- 2.b. In the filling of such jobs, backgrounds, attainments, prior work record, ability, merit, and capacity shall be considered. Where these factors are deemed equal by the Library, the employeewith the longest service in the Library shall be given preference. In determining relative ability, consideration shall be given to experience, quality of work, aptitude, ability to perform the physical requirements of the position with reasonable accommodation, punctuality, and good attendance.
3. Unsuccessful candidates from within the bargaining unit who have applied for a specific job vacancy will be sent a notice that they have not been selected within ten (10) days after the position has been filled.

4. In the filling of any job vacancies as described herein, the priority in filling said vacancies, provided seniority and qualifications so entitle the individual, shall be according to the following categories.

First, employees who have been placed on an involuntary transfer status, per sub-section 5 of this section.

5. Transfer requests from employees who have been involved in an involuntary transfer because of a branch closing, reduction in personnel, and position(s) elimination(s), or consolidations, will be given preference, if the applicant is deemed to possess the necessary ability and qualifications by the Library. Said preferential status shall remain in effect for a one (1) year period following the effective date of the involuntary transfer.

SECTION B.

Involuntary Transfer

1. The Library reserves the sole right to temporarily transfer employees for up to ninety (90) days from one classification to another without regard to seniority. The employee so transferred shall, if the transfer is to a lower classification, retain his/her original step rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain his/her original step rate of pay for the first twenty (20) working days following the transfer and shall thereafter continue to retain his/her original step or receive the same step rate of the new classification (whichever is higher).
2. Transfers shall be on a voluntary basis whenever possible. However, the Library and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Director or her/his designee after discussion of the change with the Union. Employees will be given two (2) weeks notice of change and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow.

Employees so transferred shall be paid at the appropriate contractual rate for the position to which they are transferred.

3. In the event an employee is involuntarily transferred, other than under the provisions of Section 2 above, to a lower classification he/she shall retain his/her original step and rate of pay. In the event said employee is then subsequently requested, in writing, to apply for a vacancy in a higher classification and he/she declines to make such a request, said refusal shall be deemed to constitute a forfeiture of any future claim to the former higher classification pay. The employee shall then be paid at the prevailing rate for the position which he/she is filling. The provisions

of this Section shall not apply to individuals reassigned to a position as a result of Article IX, Layoff and Recall.

4. In making any transfers and/or reassignments, the Library will give due consideration to seniority, qualifications, and all other applicable factors. The Library's decision in this regard is to be subject to the provisions of the Grievance Procedure through the last Step. The Library's compliance with the procedures set forth in this Article is subject to the Grievance Procedure.

SECTION C.

The applicant selected for a promotion or transfer will serve a probationary period of two (2) months. The Library may disqualify the employee during the probationary period and such employee shall be returned to his/her former position if available or one of similar classification and salary.

SECTION D.

In the event a unit member shall have successfully achieved a transfer, i.e. shall have achieved a position movement by his/her own choice to another position within the same classification or lower, they shall not be allowed to apply again for another such transfer within the same classification or lower for a period of one full calendar year. It is understood that for purposes of this subsection the term classification is to encompass two classifications.

ARTICLE XI - JOB CLASSIFICATION AND POSITIONS

SECTION A.

When used in this Agreement, the term "classification" refers to and means a pay grade. There are four (4) classifications. When used in the Agreement, the terms "job" or "position" refer to a general work assignment as set forth as follows:

Classification I	Part-Time Library Clerk (former Class IV)
Classification II	Library Clerk (former Class III)
Classification III	Library Clerk, Administrative I (former Class II)
Classification IV	Library Clerk, Administrative II (former Class I)

SECTION B.

It is understood that the classifications and positions are recognized for salary purposes only and that the classifications and positions are intended as an illustrative summary of the types of duties and responsibilities associated with the various positions. It is understood that the summary shall not constitute a designation of job content nor shall it restrict work assignments.

ARTICLE XII - NEW JOBS

SECTION A.

When a new job is developed which cannot be properly placed in an existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing.

SECTION B.

After notification of the Union, the Library will assign a rate to the new or changed job which will be temporary for a thirty (30) day period following date of notification to the Union. During this period, the Union may request in writing a meeting with the Library to review the classification and rate of pay. Every effort will be made to reach an agreement upon the classification and rate of pay. If an agreement is reached, the classification and rate shall be retroactive to the first day an employee began work on the job unless otherwise agreed to.

SECTION C.

If no written request is filed within the thirty (30) day period, the rate and classification shall become permanent at the end of such period.

SECTION D.

If a written request is filed and no agreement is reached on the rate within thirty (30) days from the date of the request, the classification and rate set by the Library shall become the permanent rate and classification.

ARTICLE XIII - PART-TIME AND TEMPORARY

SECTION A.

For the purposes of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for 37-1/2 hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than 37-1/2 hours a week. For the purposes of Article I - RECOGNITION and this Agreement, a "temporary employee" is an employee hired for a definite period of time less than sixty (60) working days.

SECTION B.

Anyone working as a permanent, part-time employee shall be considered as a regular employee, and except as otherwise set forth in this Agreement, will receive benefits as provided elsewhere in this collective bargaining agreement. Such employees will be paid a salary according to their salary classification(s) and hours worked.

SECTION C.

In the event a regular, part-time employee becomes full-time, said employee will be credited for all hours worked as a part-time employee, and if said employee has worked the equivalent of sixty (60) working days or more, they will be placed on the seniority list with such credit.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

SECTION A.

The Library reserves the right to schedule the work hours of employees according to the needs of the Public Libraries. The normal work week consists of forty (40) hours, the normal work day consists of eight (8) hours. This provision, however, shall in no way be construed as a guarantee by the Library of any amount of work in any period of time or as a limitation on the Library's right to schedule work in excess of the normal work day or the normal work week. The Library reserves the right to determine and modify work schedules. The provisions of this Section are subject to the terms of Article IX - Layoff.

SECTION B.

Unless otherwise scheduled by the Library, the normal work day period will be from 8:00 a.m. to 5:00 p.m. or from 9:00 a.m. to 6:00 p.m. Unless otherwise scheduled by the Library, the evening work period will be from 1:00 p.m. to 9:00 p.m. Unless otherwise scheduled by the Library, the Saturday work period will be from 9:00 a.m. to 5:00 p.m. There will be a daily unpaid lunch period of one (1) hour. The Library reserves the right to determine the starting and quitting times and the number of hours to be worked. The day work period is any work period that starts on or after 7:00 a.m., but before 11:00 a.m. The evening work period is any work period that starts on or after 11:00 a.m., but before 3:00 p.m. For those employees who are regularly and normally assigned to work the evening or Saturday work period, the evening or Saturday work period will be seven (7) hours.

SECTION C.

The Library reserves the right to establish or change the length of time of any work week, work day, subject to Article IX - Layoff, and the right to schedule the lunch or break period.

SECTION D.

All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of forty (40) hours in any one work week or eight (8) hours in any one work day.

SECTION E.

The Library reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it be completed at a time that necessitates overtime.

SECTION F.

Overtime will be permitted only when authorized by a supervisor.

SECTION G.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H.

Absent time paid for shall not be considered as time worked for purposes of computing overtime.

SECTION I.

Library Employees who work six (6) or more hours in a day shall be provided two (2) fifteen (15) minute paid relief periods. Library Employees who work between four (4) and six (6) hours in a day shall be provided one (1) fifteen (15) minute paid relief period. Relief periods shall be scheduled by the Employer 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 in excess of 6 hours, an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour 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. Employees are not permitted to forgo the lunch period to shorten the work day or take their lunch at the end of their shift.

SECTION J.

Each employee shall be at his/her designated work place ready for work at his/her scheduled starting time, after his/her break periods, and after his/her lunch period.

SECTION K.

The Library reserves the right to establish and change work schedules as business conditions and available work require, subject to the terms of Article IX - Layoffs. The Library reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

ARTICLE XV - WAGES

SECTION A.

1. Three year contract agreement - July 1, 2021 through June 30, 2024.
2. First year 3% wage increase effective July 1, 2021 through June 30, 2022.
3. Second year 3% wage increase effective July 1, 2022 through June 30, 2023.
4. Third year 3% wage increase effective July 1, 2023 through June 30, 2024.

For the duration of this contract, in the event that any wage increases are being considered for Public Libraries of Saginaw employees, both parties agree to meet to discuss wage increases.

COMPENSATION – July 1, 2021 through June 30, 2022 (3% wage increase)

CLASS I		CLASS II		CLASS III		CLASS IV	
<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HRLY RATE</u>
1	12.59	1	13.41	1	14.21	1	15.15
2	13.61	2	14.46	2	15.30	2	16.28
3	14.13	3	14.94	3	15.79	3	16.80
4	14.64	4	15.47	4	16.28	4	17.28
5	15.11	5	15.94	5	16.80	5	17.76
6	15.56	6	16.43	6	17.35	6	17.73
7	16.09	7	16.93	7	17.76	7	18.75
8	16.56	8	17.42	8	18.26	8	19.21
9	17.04	9	17.90	9	18.76	9	19.72
10	17.54	10	18.35	10	19.21	10	20.20

COMPENSATION – July 1, 2022 through June 30, 2023 (3% wage increase)

CLASS I		CLASS II		CLASS III		CLASS IV	
<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HRLY RATE</u>
1	12.97	1	13.81	1	14.64	1	15.61
2	14.02	2	14.90	2	15.76	2	16.77
3	14.55	3	15.39	3	16.26	3	17.30
4	15.08	4	15.93	4	16.77	4	17.80
5	15.56	5	16.42	5	17.30	5	18.29
6	16.03	6	16.92	6	17.87	6	18.81
7	16.57	7	17.44	7	18.29	7	19.31
8	17.06	8	17.94	8	18.81	8	19.79
9	17.55	9	18.44	9	19.32	9	20.32
10	18.07	10	18.91	10	19.79	10	20.81

COMPENSATION – July 1, 2023 through June 30, 2024 (3% wage increase)

CLASS I		CLASS II		CLASS III		CLASS IV	
<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HRLY RATE</u>
1	13.36	1	14.23	1	15.08	1	16.08
2	14.44	2	15.35	2	16.23	2	17.28
3	14.99	3	15.85	3	16.75	3	17.82
4	15.53	4	16.41	4	17.28	4	18.34
5	16.03	5	16.92	5	17.82	5	18.84
6	16.51	6	17.43	6	18.41	6	19.37
7	17.07	7	17.96	7	18.84	7	19.89
8	17.57	8	18.48	8	19.37	8	20.38
9	18.08	9	18.99	9	19.90	9	20.93
10	18.61	10	19.48	10	20.38	10	21.43

SECTION D.

The following Administrative Procedures are in effect for Sunday work schedules for SEIU employees at the Public Libraries of Saginaw.

1. Clerical staff of the Public Libraries of Saginaw may be required to work up to three (3) Sundays during a fiscal year. For *every* four (4) hours of work on these days, they will receive six (6) hours of compensatory time, or four (4) hours at one and one-half time pay at the employee's request. Employees must punch in and out on a time card to receive pay for Sundays.
2. Staff who choose to be considered for additional Sunday work following their required three (3) Sundays may do so at the same rate of compensation as stated above.
3. Staff, when and if needed, can be required to work more than three (3) Sundays a year when deemed necessary by the Director. When this occurs, clerical staff will have the same option as noted *above* in paragraph #2, i.e. they may choose compensatory time off or pay for hours worked.
4. The Public Libraries of Saginaw reserves the right to change Sunday compensation to simple one and one-half time pay for all staff and eliminate the use of compensatory time with notice to the Union.

ARTICLE XVI - LONGEVITY

SECTION A.

Employees currently receiving longevity payments based upon seniority according to the following schedule will have their pay frozen at their current levels;

1. Eleven (11) Years Through Fifteen (15) Years
6% of maximum salary per year
2. Sixteen (16) Years Through Twenty (20) Years
8% of maximum salary per year
3. Twenty-One (21) Years Through 25
10% of maximum salary per year
4. Twenty-Six (26) Years and over
12% of maximum salary per year

SECTION B.

Staff not currently in the longevity pay range, currently years 1-10, will not receive longevity pay.

SECTION C.

New hires after July 1, 2011 will not be eligible for longevity pay.

SECTION D.

Effective at the signing of this agreement longevity is as follows:

21-25 years of service will receive a lump sum payment of \$300.00

26 years + will receive a lump sum payment of \$500.00

ARTICLE XVII – HOLIDAYS

SECTION A.

All regular, permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided the employee worked the last-scheduled working day prior to and the next-scheduled work day after such holiday, as provided in Section C of this Article:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day

NOTE – ADMINISTRATIVE CLOSING DAYS:

- Good Friday
- Easter Saturday
- Saturday before Memorial Day
- Saturday before Labor Day
- Day after Thanksgiving
- New Year's Eve

SECTION B.

When any of the above enumerated holidays falls on a Saturday, the holiday is observed on that Saturday. Those employees not scheduled to work on a Saturday holiday (for example, those that work Monday through Friday) will receive compensatory time off with pay during the current or following pay period. When any of the above-enumerated holidays fall on a Sunday, the following Monday shall be observed as the holiday. In the event a holiday falls on an employee's regularly scheduled day off, the employee will be scheduled for a day off at another time during the current or following pay period.

If a holiday falls on an employee's normal workday, holiday time will not be pro-

rated. Thereby, employees shall not be required to make- up time if that employee's scheduled workday is longer than the holiday. However, compensatory time can be earned by employees who are not scheduled to work on the day a holiday occurs at five (5) hours of compensatory time only. In addition, holiday pay compensation will be paid at no less than 5 hours.

SECTION C.

The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday. In the event a holiday falls on an employee's regular day off (on Monday through Saturday), the employee will be scheduled for a day off at another time during the current or following pay period.

SECTION D.

An employee who is scheduled to work on any holiday as set forth above, and does not work said day, shall receive no holiday pay for such day. Employees will be paid time and one-half (1-1/2) their regular straight-time rate for all authorized hours worked on a holiday. However, no overtime premium shall be paid twice for the same time worked.

SECTION E.

Employees may use Sick, Vacation or Personal time for administrative closure days.

ARTICLE XVIII - VACATIONS

SECTION A.

All regular, permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year (July 1st through June 30th inclusive) prior to the calendar year in which the vacation leave with pay is to be taken.
2. Vacation leave with pay may not be taken until earned, however, the Library Director may, in exceptional circumstances, grant an exception to this requirement.

3. Eligible employees will earn vacation leave with pay on and after July 1st in accordance with the following schedule:
 - a. Full-time employees shall earn on and after July 1st, one (1) working days of vacation for each full calendar month worked, up to a maximum of twenty (20) working days. Part-time employees will earn vacation days on a pro-rata basis according to the number of hours they are regularly scheduled to work up to a maximum of 100 hours per year for employees who work 25 hours per week.
 - b. On July 1st, the employee will be credited with the number of days earned in the preceding calendar year (i.e. the preceding July 1st through June 30th inclusive).
 - c. An eligible employee must receive pay for eighty (80%) percent of the scheduled work time within a given calendar month to earn vacation credit under the *above* schedule.
4. The vacation year for all employees is from July 1st through June 30th inclusive. All vacation leave with pay earned in the preceding year (July 1st through June 30th inclusive) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Director of Libraries in writing, provided that employees may accumulate and carryover from year to year *five* (5) days of vacation credit or exercise the option to be paid out for unused vacation days not to exceed *five* (5) days per year. This pay-out option may only be used no sooner than forty-five (45) days prior to the fiscal year end. Upon review of the employee's vacation bank, employees will be paid out within thirty (30) days.
5. Paid holidays (as set forth in Article XVII) falling within a scheduled vacation period will not be charged against the earned vacation time.
6. Vacations will be scheduled by the Library Director, in keeping with the following conditions:
 - a. Prior to May 1 of each year, employees will submit a vacation request on a form as provided by the Administration.
 - b. During the time period following the submission of the vacation request form and up until a date thirty (30) calendar days prior to the requested vacation period, employees may request changes in the originally submitted form in the event of changed or unforeseen circumstances, and such changes shall, under normal circumstances be granted, provided, however, the

change(s) does not interfere with the efficient operation of the Library System.

- c. As of the time period effective thirty (30) calendar days prior to the requested vacation period, changes in said request form shall only be granted by the Administration in extreme and unusual circumstances.
 - d. When conflicts in scheduling arise, preference will be given to the employee with the most seniority.
 - e. The Library reserves the right to cancel an employee's scheduled vacation period when the efficient operation of the Library System so requires.
7. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the Library at least two (2) weeks advance written notice of resignation.

SECTION B.

A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Library Director. The Library reserves the right to require an employee to waive earned vacation time and pay additional salary for work during that period or to re-schedule the vacation when the efficient operation of the library system so requires.

SECTION C.

Vacation leave with pay will be paid at the employee's regular basestraight-time rate of pay.

SECTION D.

An employee must work his/her scheduled day prior to and his/her scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said day(s). In such event, the Library may, at its discretion, require that employees must submit to physical and medical tests by a Library-appointed doctor, provided, however, that the Library will pay the costs of such tests and examinations.

ARTICLE XIX - SICK LEAVE

SECTION A.

All regular, permanent, seniority employees will earn and be credited with one (1) work day of sick leave credit for each complete month of service. Part-time employees who work 25 hours per week will earn 60 hours of sick leave per year. Probationary employees will accumulate sick leave during their

probationary period, but cannot receive or use sick leave during their probationary period. An eligible employee must receive pay for eighty percent (80%) of the scheduled work time within a calendar month to earn sick leave credit under this schedule.

SECTION B.

Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity as follows:

1. Due to personal illness or physical incapacity
2. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this Section shall mean spouse, parents, grandparents, children, brothers or sisters of the employee, domestic partner, or other relative residing in the employee's household. The Library may in cases of unique and exceptional circumstances, allow an employee to utilize additional accrued sick leave for the purposes detailed in this sub-section, provided that the granting of any days more than the above-mentioned five (5) shall be at the sole discretion of the Director only.
3. For the purposes of implementing the Family and Medical Leave Act, if an employee uses paid leave (vacation, sick or personal leave) under circumstances which would qualify as FMLA leave, said leave shall be counted against the employee's 12-week FMLA entitlement. If either the employee or the library designates leave as FMLA after leave has begun (e.g. when an employee requests an extension of paid leave with unpaid FMLA leave), the entire or some portion of the paid leave may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave.

SECTION C.

For purposes of computing sick leave pay, a work day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week of each employee.

SECTION D.

In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within one (1) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the Library.

SECTION E.

The Library may require that employees provide specific and detailed

medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to this Article. The Library may, at its discretion, require that employees submit to medical tests, either physical or mental in nature, by a Library-appointed doctor whenever sick leave is taken pursuant to this Article, provided however, that the Library will pay the costs of such tests and examinations.

SECTION F.

No sick leave may be taken until earned, however, the Library Director may in exceptional circumstances, grant an exception to this requirement.

SECTION G.

Unused sick leave shall accrue and may be accumulated without limit.

SECTION H.

Employees who are on a leave of absence without pay will not earn or accumulate sick leave pursuant to this Article.

SECTION I.

The Library reserves the right to demote, suspend, transfer or dismiss an employee and/or to require an employee to take an involuntary sick leave or health leave of absence if the employee suffers from a disability, mental or physical, which prevents the employee from performing her/his assigned duties, with or without reasonable accommodation, as shown by medical evidence. This disability shall be deemed just cause for purposes of Article VII - Discharge and Discipline.

SECTION J.

Employees who are laid-off shall have available any unused sick leave previously earned effective at the time they are recalled.

SECTION K.

No compensation shall be received by an employee while on paid sick leave and/or any other type of leave if the employee engages in any type of outside activity which results in compensation to the employee unless Library permission for engaging in said activity which results in compensation shall have been received in advance, in writing. It is understood that, depending on the circumstances involved, said employee may also be subject to additional disciplinary action if he/she engages in any gainful activity while on paid sick leave or any other type of leave without express written Library permission.

SECTION L.

A doctor's slip may be required at the Library's option after six (6) days within twelve months of the first incident. Illnesses in excess of four (4) days shall require a doctor's slip before returning to work. Exceptions for

the purpose of computing the six (6) incident rule are injury compensable under the Michigan Workers' Compensation Act and time lost due to an illness or injury requiring hospitalization.

Furthermore this provision shall not apply until the individual employee has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said doctor's statement shall be at the employee's expense.

ARTICLE XX - PERSONAL LEAVE

SECTION A.

All regular, permanent, seniority employees shall be granted two (2) days of paid leave per year for urgent, necessary, legal, business, household or family matters which require absence during normal working hours. Application for personal leave will be made at least two (2) work days before taking such leave (except in the case of emergencies) and the application shall state the reason for taking such leave. Recreation, vacationing, and social matters are not considered proper uses of this Article.

SECTION B.

No leave may be taken unless approval is granted by the Library. No request shall be unreasonably denied.

SECTION C.

A personal leave day may not be taken immediately preceding or following a holiday unless permission is applied for by the employee and granted by the Director. At the end of the fiscal year, unused Personal Business Days will be added to the employee's accumulated sick leave for possible future use in accordance with the sick leave policy as set forth in Article XIX - Sick Leave.

ARTICLE XXI - BEREAVEMENT LEAVE

SECTION A.

In the case of death in the employee's immediate family, all employees shall be granted up to three work days with pay, one to include the date of the funeral for the death of any one of the following: mother, father, son, daughter, brother, sister, husband, wife, domestic partner, step parent or step child. All bereavement leaves must be used for funeral purposes and for no other purposes. The employee must present proof of death, if the Library Director so requests, in order to receive the pay herein referred to. If an actual need for more than three days of funeral leave is substantiated, additional days may be granted by the Library Director, but such additional days shall be charged against sick leave.

One (1) day per year for funeral leave may be used for attendance at funerals of the following members of the employee's family: grandparents, grandchildren, aunt, uncle, niece, nephew, mother-in-law, father-in-law,

brother-in-law or sister-in-law. The employee must present proof of death, if the Library Director so requests, in order to receive the pay herein referred to. If an actual need for more than one day of funeral leave is substantiated, additional days may be granted by the Library Director, but such additional days shall be charged against sick leave.

ARTICLE XXII - LEAVES OF ABSENCE

SECTION A.

A personal leave of absence without pay and fringe benefits may be granted to seniority employees for up to three (3) months by the Library. A written request for such leave must be submitted to the Director or his/her designee for approval at least five (5) days prior to the start of the leave. Exceptions to the prior notice requirement shall be granted only in cases of extreme emergency. A further extension of up to three (3) months may be granted if a written request is filed with the Director or his/her designee at least 30 days prior to the expiration of the leave and approved in writing by the Director or his/her designee. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same step of the current salary schedule that was held at the start of the leave.

SECTION B.

1. Permission must be requested for any absence. In the event of an emergency, and if an employee has exhausted all possible contractually available time off from work, he/she may apply for a short-term leave of absence. Short-term is defined for purposes of this Article as three working days or less. Said leave will be unpaid but all other benefits will continue to accrue. Application for such leave must be made in writing on the request for leave form and must be returned to the employee's immediate supervisor and to the Director or his/her designee at least three days in advance of the requested leave time. The requirement that this request be in writing will apply in all cases except in those of extreme emergencies, in which case the employee, after securing verbal permission, will file a written request upon his/her return.
2. No short-term leave of absence request will be honored for the day immediately preceding a holiday(s) or a vacation day(s) or the day immediately following a holiday(s) or a vacation day(s), provided that the single allowed exception to this limitation on short-term leave of absence usage shall be in those instances in which an employee encounters an unforeseen, medical emergency situation. The Library reserves the right to have such emergency situation verified through written documentation, in a form acceptable to the Library.

SECTION C.

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with

the requirements of the applicable laws of the United States.

SECTION D. MATERNITY/PATERNITY LEAVE COVERED UNDER FMLA

1. A seniority female employee who has completed the probationary period and satisfied the Family and Medical Leave Act (FMLA) requirements will be entitled to a maternity leave up to six months or length of seniority whichever is less.
2. The Library reserves the right to require a female employee to take a maternity leave if as a result of her pregnancy she is unable to satisfactorily perform her assigned duties.
3. Male employees who have completed their probationary period may request paternity leave prior to the birth of a child to assist his spouse or after a child is born, for a period up to six months or the length of his seniority whichever is less.
4. Requests for leaves under this Subsection D must be in writing and submitted to the Library at least five months before the expected birth of the child. Leaves shall commence at the time requested or as required by the Library.
5. Employees taking leaves under this Subsection D shall notify the Director in writing 30 days prior to returning to work or expiration of their leave.
6. The Library reserves the right to require a written statement from a physician certifying the fitness of the employee to perform assigned duties.
7. Upon return to work, the employee will be credited with any unused sick time held at the start of the leave and will be in the same position and current salary that the employee held prior to the start of the leave.

SECTION E.

A seniority employee who has completed the probationary period at the time the leave is to commence and who is unable to perform his/her assigned duties because of personal illness or disability shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability up to one (1) year or the length of his/her seniority, whichever is less. Employees may continue to keep their group health coverage in effect for such periods of time as may be permissible under the contracts between the Library and the carrier by depositing with the Business Office the full amount of the premiums on or before the last day of work prior to the leave of absence. A written request for such leave must be submitted to the Director prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the Library in writing of his/her intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXVII, Section B., certifying the fitness of the employee to fulfill his/her duties. Upon return the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION F.

No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested by the employee or required by the Library. An exception to this Section is the "short-term" leave as spelled out in Subsection B. above.

SECTION G.

All leaves shall be in writing and shall be signed by the Library and the employee receiving same. Employees on any leave must report for reassignment to work not later than the first working day following the expiration of their leave or present a reasonable excuse acceptable to the Library.

SECTION H.

An employee who obtained any employment while on any leave of absence shall be automatically terminated by the Library *effective* the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

SECTION I.

Upon expiration of an employee's leave he/she will be returned to work, provided there is available work, according to the following provisions:

1. Upon expiration of the leave, the employee will be returned to his/her former classification, if a position in such former classification is vacant and available and provided the employee possesses the necessary skills and abilities to perform said available work.
2. In the event vacancies do not exist in the employee's former classification or if the employee does not possess the necessary skills and abilities to perform the available work in his/her former classification, said employee will be placed in a position in a lower paid classification, provided he/she can perform he available work, and he/she will be paid at that classification rate.
3. Should an employee, per the provisions of subsection 2. above, be placed in a lower-rated classification, he/she will be given preference in the event a vacancy should occur in his/her former classification, if said employee applies for such a vacancy; provided that no application of this procedure shall in any manner compel the Library to place any person in any position for which he/she cannot perform all the duties and meet all the requirements of the position. Said "preference" provision for a vacant position shall remain in effect for a period of two years following the employee's return to work following the expiration of his/her leave.

SECTION J.

A special leave of absence shall be granted to an employee for juryduty purposes, according to the following provisions:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Library, shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from his/her employment with the Library on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay.
2. The employee must present to the immediate supervisor a written proper notice of said jury duty involvement as far in advance as possible.
3. It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
4. To be eligible for jury duty pay differential, an employee must furnish the Library with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.
5. The Library's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

SECTION K. FMLA LEAVE

Eligibility

Employees of Public Libraries of Saginaw who have completed at least twelve (12) months of service, who have worked at least 1,250 hours during the twelve month period prior to taking leave, and work in a location that has at least 50 employees in a 75-mile radius are eligible to take leave under the federal Family and Medical Leave Act (FMLA).

All FMLA leave taken in a rolling twelve (12) month period measured backward from the date an employee uses an FMLA leave will be counted toward the employee's annual leave entitlement.

Twelve Week Leave Overview

Eligible employees may request up to twelve (12) weeks of unpaid leave for the following:

- The birth or adoption of a child;
- The placement of a foster child;
- To care for a seriously ill parent, spouse, or child of the employee;
- For the employee's own serious physical or mental condition; or
- To deal with any "qualifying exigency" related to a spouse, son, daughter, or parent being notified of an impending call or order to active military duty or who is already on active duty, or during the deployment of

the service member with the Armed Forces to a foreign country.

"Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

A family member with a "serious health condition" is defined as a parent, child or spouse who has a physical or mental condition that warrants the employee's participation during the period of medical treatment.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Twenty-Six Week Leave Overview

Eligible employees may request up to twenty-six (26) weeks of unpaid leave in a rolling twelve (12) month period to care for a spouse, parent, son, daughter or "next of kin" who is a covered service member:

- Who has been injured or is recovering from an injury incurred while on active military duty; or
- Who is a veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred by or aggravated while on active duty in the Armed Forces, provided that the military service occurred within five (5) years before the treatment, recuperation or therapy began.

"Next of kin" is defined as the closest blood relative of the injured or recovering service member who is undergoing such medical treatment, recuperation or therapy as outlined in the FMLA.

"Covered service member" means a member of the Armed Forces who is:

- Undergoing medical treatment, recuperation, or therapy;
- Is on outpatient status; or
- On the temporary disability retired list for a serious injury or illness.

A "covered service member" for the purposes of seeking "caregiver" leave also includes a veteran suffering from a serious injury or illness incurred by or aggravated while on active duty in the Armed Forces, which service occurred no more than five (5) years before the member began treatment, recuperation or therapy.

Intermittent Leave

Intermittent leave means leave taken in separate blocks of time due to a single illness or injury. Intermittent leave may be taken for a serious health condition of an eligible employee, the employee's child, spouse, or parent, because of the need for service

member caregiver leave when medically necessary, or for "qualifying exigency" leave.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the library's operations. When an employee takes intermittent leave for foreseeable medical treatment for the employee or a family member, the library may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

Medical or Other Certification

A health care provider's certification is required in cases of serious health conditions, whether the employee's or that of the employee's spouse, child, or parent. It is also required where the leave is for care of a covered servicemember or in cases of a "qualified exigency" as permitted by law. The library may require, at its own cost, a second, or third, medical opinion.

Compensation and Benefits

FMLA leave is unpaid. However, the library may require employees to substitute accumulated, unused paid time off for any FMLA leave requested. During an approved FMLA leave, health insurance benefits, if applicable, will be continued under the same terms as was in place prior to the start of the leave. The employee will not accumulate any seniority or accrue any benefits during the leave.

ARTICLE XXIII - INSURANCE

SECTION A.

An eligible member (see Section B.) will be covered by a medical plan that is in compliance with the Patient Protection and Affordable Care Act of 2010 and Michigan Public Act 152 of 2011. The member portion of the premium (if any required) is calculated on an annual basis. It is understood that part-time employees do not receive medical, hospitalization, dental or vision insurance.

SECTION B.

Employee must be regularly scheduled to work at least thirty (30) hours per week to be eligible for medical, hospitalization, dental and vision benefits as set forth in this Article.

SECTION C.

Probationary employees who have no health insurance coverage may sign up for the Library provided hospitalization plan, but will have the amount of the premium deducted from their checks until they complete the probationary period and become eligible under Section F.

SECTION D.

Employees who choose not to participate in the Library paid Group Health Insurance Program in Section A. of this article shall be eligible to receive

\$1,300 under the terms and conditions outlined in this section for each year they opt out of Library paid medical coverage.

1. Each employee who declines Library paid medical insurance shall be eligible to receive \$1,300 for each year of the contract in bi-weekly payments of \$50.00.
2. In order to be eligible to receive the cash payments in lieu of medical insurance, the employee must notify the Business Office no less than ten (10) days prior to the date the monthly premium is due, and complete the necessary forms. If an employee waives medical coverage for less than a full fiscal year, he/she shall be eligible for the pro-rated amount of \$50.00 per pay during the time Library-paid medical insurance is not in force.
3. An employee participating in the cash in lieu of medical insurance plan who loses medical coverage during the year may notify the Business Office of their need to obtain Library paid medical coverage. At that time the employee may sign up for medical insurance and will no longer be eligible for the balance of cash in lieu of medical that they had been scheduled to receive.

SECTION E.

The Library will, for the duration of this Agreement, pay the premiums to provide twenty-five thousand and 00/100 (25,000) dollars term life insurance for full-time seniority employees, subject to the terms and conditions in the policy in effect between the Library and the carrier. Part-time employees will be provided fifteen thousand and 00/100 (15,000) dollars coverage. The Library shall have the right to select the carrier or change carriers.

SECTION F.

1. An eligible employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.
2. A newly-employed unit member who is eligible for enrollment in the Library's medical-hospitalization insurance program must elect to be covered, by filling out the necessary forms in the Business Office, within thirty (30) calendar days from his or her effective date of eligibility. After this thirty (30) day period, an employee eligible for enrollment may enroll in the program at any open enrollment period established by the Library and/or the carrier.

SECTION G.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence

without pay or is laid off, provided that those employees who go on any leave of absence without pay may keep their group coverage in effect for such periods of time as may be permissible under the contracts between the Library and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence.

SECTION H.

Eligibility, coverage, and benefits under all the insurance plans in this Article are subject to the terms and conditions including any waiting periods or other time limits contained in the contracts between the Library and the carrier. Any rebates or refunds on premiums paid by the Library shall accrue to the Library. No matter contained in this Article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Library.

SECTION I.

1. The Library agrees to pay the premiums to provide:
 - Class I (preventative care) dental benefit levels to 100% Class II (restorative services) to 80% up to a maximum of \$1000 benefits payable per non-pediatric member per year in total.
 - Class III (prosthodontic care) at 50% of the approved amount.
 - Class IV (orthodontic care) are covered at 50% of the approved amount to a lifetime maximum of \$1000 in payable benefits eligible members under the age of 19.
2. Effective July 1, 2002, the Library agrees to pay the premiums to provide vision care coverage under the Blue Vision/VSP 12/12/12 benefit plan which provides for annual exams, lenses and frames per the insurance contract.
3. The Library reserves the right to select the provider of dental and vision insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits (including bidding such benefits).
4. It is further understood that the Library, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

SECTION J.

It shall be the responsibility of the employee to inform the Library of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage.

SECTION K.

Where more than one member of the same family, i.e. husband, wife, or unmarried children are employed by the Library and are eligible employees, the Library may specify whether both or all shall enroll as individuals or whether

one shall enroll for Family Coverage and list the other or others, provided that all such members of the family shall have at all times the coverage to which they are entitled by virtue of the employment status of any member of the family.

SECTION L.

Those eligible seniority, full-time employees who do not elect to carry Library-paid dental insurance under Section I. of this Article shall be eligible for an extra amount of \$5,000 in group term life insurance, subject to the terms and conditions in the policy in effect between the Library and the carrier provided that eligible unit employees must have informed the Business Office of their desire for such coverage at the time dental insurance is declined.

SECTION M.

In regards to the health insurance benefits provided herein, the Library reserves the right to select the provider, to change providers, to become self-insured, and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be generally comparable to the Blue Cross-Blue Shield PPO Plan contained herein, or as otherwise mutually agreed on by the parties. It is understood that the Library may implement a revised and/or alternate medical insurance program, per its options herein, at any time provided however, that the Union shall be notified in advance.

SECTION N.

1. A committee consisting of up to three (3) representatives of the SEIU and up to three (3) representatives of the Library may be formed to study the possible implementation of cost containment measures in the area of group health insurance. Measures to be reviewed will specifically include, but not be limited to, employee co-pays and deductibles and alternate plans including a Preferred Provider Organization.
2. Should the parties so mutually agree, the provisions of Section A., may be modified so as to reflect appropriate cost containment measures.

SECTION O.

Full-time employees shall have the option to contribute portions of their salary including any amounts received as cash in lieu of medical insurance to a Medical Care Reimbursement or Child Care Reimbursement Account. Any contributions shall be subject to plan and IRS rules and regulations. Contributions will be through bi-weekly payroll deduction. Employees must enroll in the program during the open enrollment period (currently in June) by completing any necessary forms through the Library Business Office. Upon completion of probation, new employees shall have the option to enroll any time during the year, but must do so within thirty (30) days of completing probation.

SECTION P.

Full-time employees may also choose to contribute to Tax Deferred Compensation (457) Plans as established by the Library. Subject to IRS

regulations, employees may contribute regular salary or cash in lieu amounts at their option. Contributions will be through bi-weekly payroll deduction. Upon completion of probation, new employees shall have the option to enroll in a plan as established by the Library. Existing employees may enroll with the plan carrier at any time during the year. Enrollment and payroll deduction forms must be received by the Business Office at least seven (7) days prior to the pay period ending date in which the deduction is to begin.

SECTION O.

From time to time, the Library may make available other optional benefits in which non-probationary employees may enroll. The establishment of any additional voluntary benefit plan does not obligate the Library in any way to continue such a plan if it decides to discontinue it.

ARTICLE XXIV - EDUCATIONAL DEVELOPMENT

In order to assist full-time employees in the advancement of their job skills, the Library will make the following option available:

SECTION A.

Employees may take work-related courses or courses toward earning an associates or bachelors degree and be reimbursed for tuition cost upon successful completion of courses. To be considered for reimbursement the employee must present evidence of successful completion of the course (grade of "C" or better for undergraduate courses and "B" or better for graduate courses) and a receipt indicating actual employee payment for the course. Payment will not be made for courses for which the employee has not paid, such as in the case of a Pell grant or similar tuition assistance. The maximum for which an employee may be reimbursed in a fiscal year is \$500.00.

SECTION B.

Courses taken under the Educational Development provisions must be requested in writing in advance and have prior written approval of the supervisor and Director. Such written request must contain a complete statement of the employee's educational objective in taking such course(s) and indicate its relevancy to the employee's job. Reimbursement for Educational Development is always contingent upon budgetary constraints and Library scheduling.

ARTICLE XXV - RETIREMENT

SECTION A.

Payment for accumulated sick leave will be made only on the following basis:

1. If an employee is eligible for retirement and has completed ten (10) or more years of service in the Public Libraries of Saginaw, he/she will be paid for one-half (1/2) of all accumulated, unused sick

days up to maximum of ninety (90) days at the rate of one-half (1/2) of his/her current hourly rate (regular classification rate), if the employee is terminated by:

- a. Voluntary retirement under the provisions of the State Retirement Act.
- b. Forced retirement prior to regular retirement age, due to sickness, accident, or for health reasons.
- c. Death while in the employ of the Library.

SECTION B.

All employees hired prior to August 10, 1994 as full-time employees will continue to be covered by the Michigan Public School Employees' Retirement System (MPSERS) under the terms and conditions as set forth by MPSERS.

SECTION C.

All full-time employees hired after August 10, 1994 will be covered by the Municipal Employees' Retirement System under Benefit Program C-1 New, E-2, FAC-3, FS0 (30) with an employee contribution of four (4%) percent.

ARTICLE XXVI - CONDITIONS OF WORK

SECTION A.

The Library agrees to provide adequate parking facilities for employees as finances permit.

SECTION B.

In the event a library facility is closed by the Director because of hazardous weather conditions or other building conditions, the following regulations will govern seniority employees:

1. The closing of one or more buildings, but not the entire system:
 - a. Employees will be expected to report for work at their normal starting time and at their normal work site and to remain on duty throughout the day unless specifically informed to the contrary.
 - b. Should employees be informed otherwise, they shall be expected to report for work at an alternate work site and/or position as designated by administrative officials. If the employee is unable to report to the designated work site, the employee may use their vacation, personal and/or sick time to cover their shift.
 - c. Should employees affected not be contacted by management officials as to an alternate work site and/or position, then the employees shall report to the Hoyt Library building for reassignment at their normal starting time.

2. If employees are informed the entire library system is closed because of hazardous weather or other conditions, they will not be expected to report for work unless specifically notified.
 - a. In the event work is dismissed after the scheduled beginning of the work day, only those employees scheduled for work and actually reporting will be excused from work for the remainder of the day without a pay deduction.
 - b. In the event unit employees are unable to report for work at their normal starting time because of inclement weather conditions or other building conditions, and if said conditions are such that bargaining unit employees are expected to report, then these affected employees will be subject to the following conditions:
 - 1) Employees reporting within two hours of their normal starting time will be expected to make up any lost time by arrangement with their immediate supervisor.
 - 2) Employees reporting more than two hours late or not reporting at all shall have pay deducted for that day(s), either totally or in part except that no deduct will occur if the employee elects to be paid for the lost time through utilization of accrued sick leave, vacation time, or personal leave time. Employees who have no such contractually-allowed day(s) available will suffer a pay deduct under these circumstances. It is understood that no advance utilization of these contractually-allowed days will be allowed in these instances.
3. It is understood that in instances where extremely hazardous conditions exist and employees are specifically informed not to report to work at all, seniority employees will be paid their normal hourly rate of pay for that day provided they are scheduled to work that date.

SECTION C.

Under no circumstances will employees be required to work as the sole occupant of a building during hours the Library is open to the public. Every endeavor will be made to correlate the hours of employment of unit and other personnel in the building.

SECTION D.

There should be at least two staff members in a building at all times it is open to the public. If substitutes are unavailable to fill in, the Business Office should be notified. If the Business Office is closed, the Reference Department at Hoyt Main Library should be notified. The Business Office or Reference Department staff will be responsible for locating additional staffing, either from Hoyt or from one of the other branch libraries. If no additional staffing is available, the Branch Head or designee will confer with the Director or Business Office to determine whether

or not the branch should close.

SECTION E.

Any case of employment-related assault upon an employee during working hours or arising out of an employment situation shall be immediately reported to the Director or his/her designee. The Library will render reasonable assistance to the employee in connection with handling of the incident by law enforcement and/or legal authorities. The Library may provide legal counsel at the discretion of the Director.

SECTION F.

Damage to personal belongings due to any case of employment-related assault upon an employee during working hours that arises out of and in the course of employment may be reimbursed by the Library up to a maximum of two hundred (\$200.00) dollars.

SECTION G.

Whenever an employee is absent from work as a result of a personal injury caused by any case of employment-related assault upon an employee and not perpetrated by said employee during working hours that arises out of and in the course of employment, she/he will be paid for his/her full salary (less the amount of any Workmen's Compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Library may, at its option, require a confirming statement from a medical doctor relative to the duration of such absence from work. As soon as the employee is able to return to work, she/he shall be restored to his/her previous position, if available, or one of equivalent salary.

SECTION H.

Each year, up to three (3) working days in total may be utilized by the Union so that no more than two (2) designated Library representatives may attend job-related workshops as mutually agreed upon. Permission to attend such workshops must be secured from the Director in advance. The representatives utilizing these days must be Library employees. They will suffer no loss in pay and will be compensated for expenses as deemed necessary by the Library and in accordance with the Policies and Procedures of the Public Libraries of Saginaw.

SECTION I.

The Library and the Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Library may, in its sole discretion, select any training program session, or meeting which it finds suitable. When so directed by the Library, employees shall participate in all training programs, sessions, or meetings

selected by the Library. In the event the training programs, sessions, or meetings are scheduled outside an employee's normal working hours, he/she will be given either compensatory time off or be paid for such hours.

SECTION J.

Union representatives may be allowed up to three (3) working days per year to devote to local Union business. Permission to utilize such days shall normally be obtained at least twenty-four hours in advance, both from the employee's immediate supervisor and from the Director or his/her designee, unless an emergency arises. It is understood that such times shall normally be used in one-quarter or one-half dayblocks. The Union's right of access to Library employees during the employee's working hours shall be limited to the employee's meal period and coffee breaks. Upon the approval of the Director or supervisor of the building in which an employee works, a Union representative may be permitted to meet with Library employees during working hours.

SECTION K.

There shall be two (2) members elected from the membership on the negotiating team, along with other persons designated by the Union. The team shall not exceed four (4) members, two (2) library employees and two (2) union representatives not employed by the library.

The employer shall pay for lost time away from the job for two (2) members on the team. This lost time shall be only that that is spent during direct negotiations with library administration.

SECTION L:

Employees are expected to have clean and presentable attire that may include blue jeans.

ARTICLE XXVII - GENERAL

SECTION A.

Copies of this agreement shall be duplicated at the expense of the Library and distributed to bargaining unit employees employed by the Library or employed during the duration of this agreement.

SECTION B.

The Library may, at its discretion, require that employees submit to physical and medical tests and examinations by a Library-appointed doctor when such tests and examinations are considered to be of value to the Library in maintaining a capable work force, employee health and safety, etc., provided, however, that the Library will pay the cost of such tests and examinations. If such tests and examinations are scheduled outside the employee's normal work hours, he/she will be paid his/her normal hourly rate for such time.

SECTION C.

The Library may, at its discretion, require that employees provide written authorization to the Library to obtain specific and detailed medical data from the employee's doctor or hospital for any illness or injury which has resulted in lost work time.

SECTION D.

The parties will, at least sixty (60) days prior to the expiration of the Agreement, begin negotiations, under the conditions as will be mutually agreed upon, for a new agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.

SECTION E.

In the event an employee drives his/her own car pursuant to a request by his/her supervisor for work-related activities, he/she will be paid the current mileage allowance. To be eligible for such payment, the employee must submit to the Library by the tenth (10th) of each month, in a form acceptable to the Library, a report explaining the mileage for which payment is claimed in the preceding calendar month.

SECTION F.

It will be the responsibility of the employee to give the Library at least two weeks notice before the effective date of his/her termination, except in unusual circumstances. In any case, an employee must, under all circumstances, fill out the required termination forms. Failure to fill out the termination forms will mean a forfeiture of any accrued vacation, holiday, or other benefits.

SECTION G.

The Employer and Union agree that there shall be a Labor Management Committee consisting of no more than two (2) union employees along with the SEIU Labor Representative and no more than three (3) individuals from management. Committee members shall be designated, in writing, by each party to the other members. Meetings shall be held a mutually agreeable times and places to appraise the other of problems, concerns and suggestions related to the operation of the work force, with the aim of promoting better understanding between parties. Meetings shall be held within fifteen (15) days after either party requests, but not more than one (1) time each month. A written agenda is to be provided at each meeting, nor shall any subject matter constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor Management Committee meetings.

ARTICLE XXVIII - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements

arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIX - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE XXX - ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged practices, between the Library and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Beginning July 1, 2018, in the event the Library should unexpectedly experience a financial situation that would have a serious economic impact upon the operation of the Library, the Library may request this agreement be reopened for the purposes of negotiating changes in the economic provisions of the agreement. Examples could include loss of revenue due to legislative changes at any level of government or expenses related to catastrophic losses. The Union will be notified of the financial concerns of the Library as soon as possible so negotiations can commence at the earliest possible date

ARTICLE XXXI - TERMINATION

SECTION A.

This Agreement shall be in full force and effect up to and including June 30, 2024.

SECTION B.

This Agreement shall continue in effect for successive three (3) year periods

after June 30, 2024. The party seeking to open the collective bargaining agreement for wages only must do so in accordance with the provisions of the Agreement unless notice is given in writing by either the Union of the Library to the other party at least sixty (60) days prior to June 30, 2024, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modifications, amendment or termination as such notice may indicate on June 30, 2024, or the subsequent anniversary date, as the case may be.

In the event that one of the parties gives at least the sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after June 30, 2024, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION C.

If any negotiations described in Section B. above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

IN WITNESS WHEREOF, the Union and the Library have caused this Agreement to be executed in their names by their duly-authorized representatives on this 30th day of June, 2021.

PUBLIC LIBRARIES OF SAGINAW

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M**

By:

By:

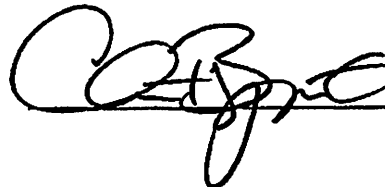


Ann Schneider Branch
Library Board Present

By:



Maria McCarville
Library Director



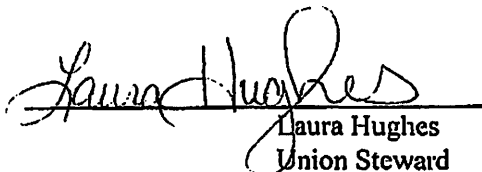
Clint Bryant
Bargaining Representative

By:



LaRunja Brown
Union Steward

By:



Laura Hughes
Union Steward