AGREEMENT

BETWEEN

ST. CLAIR COUNTY

AND

THE ST. CLAIR COUNTY

LIBRARY SYSTEM EMPLOYEES

LOCAL 1089

AFSCME, AFL - CIO

JANUARY 1, 2025

THROUGH

DECEMBER 31, 2026

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AGREEMENT

This Agreement entered into on this 1st day of January 1, 2025 between the St. Clair County Library System Library Board of Trustees (hereinafter referred to as the "EMPLOYER" and/or "Library Board") and St. Clair County Library System Employees, AFSCME - Michigan, AFL-CIO (hereinafter referred to as the "UNION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PURPOSE AND INTENT

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

The parties recognize that the interests of the community depend upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1
RECOGNITION

SECTION 1

The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all St. Clair County Library System Board of Trustees Employees excluding all management level employees, coordinators, supervisors, confidential employees and, temporary employees.

SECTION 2

Employees represented by the Union, but receiving any part of their salary and benefits made available through any state or federally funded program, shall be subject to all provisions of this Agreement equally with all other employees. Employees in positions funded in any part through any state or federal funds shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided by this Contract, except as otherwise provided by applicable laws.

SECTION 3

The Union's decision not to exercise any reserved right or function, or to exercise it in a particular manner, shall not be construed as a waiver of that right or function, nor shall it prevent the Union from exercising it in a different manner, provided such exercise does not conflict with the express terms of this Agreement.

SECTION 4

AFSCME - Michigan and its members shall have use of the Library System buildings, facilities for meetings subject to Library Board policy. No employee shall be prevented from wearing

insignia, pins or other identification of membership in the Union either on or off the Library System premises.

ARTICLE 2
MANAGEMENT RIGHTS

It is recognized that the management of the St. Clair County Library System, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the Library Board with exception of healthcare, pension or similar matters that can only be resolved at the County level. Other rights and responsibilities not abridged by this Agreement shall belong solely to the Library Board and are hereby recognized prominent among, but by no means wholly inclusive. These rights include:

A. The right to decide the number and location of its facilities, departments, and programs, etc.; work to be performed within the ~~unit~~ facilities, departments, and services, etc.; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; the number of employees assigned and at what facilities or services; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine how, when, and where services will be provided to best facilitate the St. Clair County Library System, subject only to the provisions of this Agreement as herein set forth.

B. Further, it is recognized that the responsibility of the director or their designee of the St. Clair County Library System, for the posting, selection and direction of the working forces in accordance with this Agreement includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; the right to reassign employees to other services/departments so long as it is within the same job classification; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employees' conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the Library Board, subject only to the provisions of this Agreement as herein set forth.

C. The Library Board's decision not to exercise any reserved right or function, or to exercise it in a particular manner, shall not be construed as a waiver of that right or function, nor shall it prevent the Library Board from exercising it in a different manner, provided such exercise does not conflict with the express terms of this Agreement.

ARTICLE 3
SUBCONTRACTING

SECTION 1

The Library Board is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the Library Board/St. Clair County Library System. Therefore, in making these determinations, the Library Board intends always to keep the interest of the Library Board employees in mind.

SECTION 2

The right of contracting or subcontracting is vested with the Library Board.

SECTION 3

The Library Director or their designee shall notify the Union of its intention to contract or subcontract work currently performed by any bargaining unit member at least thirty (30) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the Library Director or their designee within that thirty (30) calendar day period. At such meeting, the Library Director or their designee will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. The Library Director or their designee shall not let a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

SECTION 4

In the event that a Library Board employee(s) is laid off or displaced as a direct result of sub-contracting, the laid off or displaced employee shall have recall rights in accordance with Section 6 of Article 14 - Recall from Layoff.

SECTION 5

Therefore, it is the Library Board's intention that any Library Board employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the Employer shall provide on-the-job training or any training necessary as determined by the Employer in order to provide continued employment.

ARTICLE 4
UNION SECURITY

SECTION 1

All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly dues uniformly required of members who authorize dues withholding. An employee may revoke their authorization for dues withhold by written notice served to both the Library Board and the Union.

SECTION 2

Pursuant to the Michigan Public Employment Relation Act, it is not a condition of employment that any employee join the Union or pay dues or service fee.

SECTION 3

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources office the Employer will deduct Union dues or representation fees each pay period as per such authorization and shall remit to AFSCME -

Michigan any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

SECTION 4

The Employer and the Union shall follow the law as currently defined by the United States Supreme Court decision of Janus v. AFSCME 585 U.S. 878 (2018). If the Janus decision is reversed or modified, the parties shall meet and negotiate language changes to reflect the changed state of the law.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time may continue membership in the Union for the duration of the Agreement.

B. Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and employees hired, rehired, reinstated or transferred into the bargaining unit, after such date commencing the Ninetieth (90) day following the beginning of their employment in the Unit, may become members in the Union for the duration of this Agreement.

CHECK OFF:

C. The Employer agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect and may be revoked only by written notice. The termination notice must be given both to the Employer and the Union.

D. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the local Union regarding the amounts to be deducted.

SECTION 2

REMITTANCE OF DUES AND FEES:

A. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month.

B. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

C. The Employer shall notify the Secretary-Treasurer of the names and addresses of

employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

D. An employee may voluntarily contribute to the AFSCME PEOPLE program by way of payroll deduction using the above dues deduction form.

SECTION 3

The Union shall indemnify, defend, and save the Library Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the Library Board for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the Library Board for any deductions made or not made, as the case may be, except that the Library Board shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the Library Board be responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

SECTION 4

The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director with a list of its members within ten (10) business days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work.

ARTICLE 6
UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement, including the grievance procedure, by no more than five (5) Stewards of the Union, one of which shall be the President or Chairperson. Members who request Union representation shall be permitted to have one (1) Union representative at a meeting.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team plus a recording secretary for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties. Negotiating team members should, where possible and at the discretion of the Employer, be selected from different departments or branches to ensure broad representation, provided their participation does not interfere with the ongoing operations of the library system. Employees shall suffer no loss of pay or benefits for time spent negotiating during their working hours. The Employer shall not be required to compensate the bargaining committee members for time spent in preparatory meetings for negotiations.

SECTION 3

Union representatives shall not incur any loss of pay or benefits for time spent, during their regularly scheduled work hours, representing members of the bargaining unit in matters related to the application of this Agreement. This includes, but is not limited to, presenting grievances and participating in negotiations concerning changes to the terms and conditions of employment. The Employer shall not be required to compensate members for time spent in preparatory meetings.

SECTION 4

The Union shall notify the Library Director or their designee, in writing of names, classifications and departments of all Local representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Employer, except in extenuating circumstances. Changes in Union representation shall be made, in writing, to the Library Director or their designee in prompt fashion.

SECTION 5

In the event of a layoff affecting bargaining unit members, the Local President, Chairperson, or Chief Steward shall not be subject to layoff.

ARTICLE 7
GRIEVANCE PROCEDURE

An employee (with or without a Steward) will be encouraged to bring a specific alleged violation of the bargaining agreement, a deviation or failure to comply with established Library System policy or procedure, or other dispute to their supervisor (or person acting in this capacity directly involved in the grievance) in an attempt to reach a mutually satisfactory resolution. However, participation in such informal communication shall not waive the employee's right to initiate the formal grievance process.

STEP 1

A. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from or failure to comply with an established Library System policy or procedure, or other dispute shall, within fifteen (15) business days of the alleged grievance, discuss the matter with the Library Director or their designated representative, who shall attempt to adjust the grievance within the terms of this Agreement or County Library Board policy, procedure, method or regulation. The employee may have their Union Representative present at this Step. In order for there to be a viable grievance, one of the following criteria must be met:

    1. If a grievance arises out of a matter impacting a specific employee or small number of employees (e.g. discipline, individual work assignments, etc.) the grievance must identify the individual or individuals who claim to have been aggrieved. As to this type of grievance, the grievant(s) must attend the Step 1 meeting.

    2. The Union may file a class action grievance if the grievance arises out of a matter that impacts numerous individuals such that the entire Library System or a

substantial number of members are affected such as all of those working in a particular location or classification.

3. The Union may file a Union grievance if the matter involved concerns an issue that the Library Director cannot resolve such as, by way of example, healthcare, pension or similar matters that can only be resolved at the County Administration level.

B. Any employee may request the Library Director or the designated representative of the Library Director to call one of the designated Stewards to handle a specified grievance with the Library Director or the designated representative of the Library Director. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Library System or branches; therefore, Union representation must be available, except in extenuating circumstances, within a reasonable amount of time.

C. The representation of employees shall not unduly disrupt the operation of the Library to materially affect the rendering of Library services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors when the representative is made aware of the need to meet and confer or to expedite Union business.

D. The specific time for investigation or presentation of grievances shall be during the final hour of the regularly scheduled work shift unless otherwise mutually agreed.

E. The Library Director, their designee and Supervisors who contemplate meeting with a Bargaining Unit member which may require the participation of a Local Union representative should consider the need of the representative to provide advance notice to their Supervisor to attend the meeting. A Union Representative and/or Grievant will only be permitted to take time away from work for processing a grievance or Union business when prior notice is given and approval received by the employee's immediate Supervisor. The Supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the Library System 's operation. The Library Director or their designee, including supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations. In the event that the Union Representative/Grievant cannot be released to attend the meeting and no other Union Representative is available then the meeting will be rescheduled at a time when the Union Representative/Grievant can be released.

<u>STEP 2</u>

A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the Library Director or their designee within five (5) business days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) business days between one (1) designated representative of the Union, the Grievant(s), and the Library Director or their designee, for the purpose of attempting to settle the grievance.

B. The Library Director or their designee shall provide a written decision within five (5) business days to the Union.

C. No grievance may be commenced at Step 2 without the written approval of the Library Director or their designee unless the grievance is a Union grievance that the Library Director or their designee cannot resolve.

STEP 3

A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Library Director or their designee within seven (7) business days after completion of Step 2.

B. Such notice shall contain a request by the Union that a hearing be held within ten (10) business days of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

C. At such hearing, the Employer may be represented by one (1) or more representatives, and the Grievant(s) may be represented by its designated representative of the Union and one (1) Steward and President, theretofore designated as grievance representatives and such other AFSCME International Union representatives it wishes to have present provided full compliance is made with Article 6 - Union Representation.

D. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) business days following the hearing.

E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

F. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Library Director or their designee within thirty (30) calendar days after the completion of Step 3.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

A. The Union shall, within thirty (30) calendar days following the Library Director's decision at Step 3, notify the Library Director or their designee in writing of the Union's intention to pursue arbitration or the matter will be untimely.

B. The Union shall within sixty (60) calendar days following notice of intent pursuant to a. above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely. The above time limit may be extended by mutual agreement.

C. That the Union, on behalf of its members, and the Library Board on behalf of the supervisory personnel, including the Library Director or their designee, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Library Board fails to produce such supervisory personnel, including the Library Director or their designee; or in the event such supervisory personnel, including the Library Director or their designee are

produced and refuse to answer any questions which the Arbitrator directs them to answer, the Arbitrator may enter an award against the Library Board, which award shall be final and binding and not subject to review by the Library Board. In the event an employee is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union; which award shall be final and binding and not subject to review by the Grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.

D. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

   I, the undersigned, in consideration of the St. Clair County Library System Board of Trustees providing me with the compulsory arbitration provision in the Labor Contract between AFSCME- Michigan, AFL-CIO, and the St. Clair County Library System Board of Trustees, do hereby acknowledge that as a condition to my continued employment with the Library Board that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the Arbitrator directs me to answer. I further agree that my failure to appear upon request or my failure to answer such questions as the Arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

E. The fee and expenses of the Arbitrator shall be paid by the losing party. If the decision is a split decision, the Arbitrator shall determine which party is the losing party. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

F. The Arbitrator shall have powers as hereby limited, after due investigation, to decide in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.

G. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

H. The Arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the Library Board, except as specifically limited by express provision of this Agreement.

I. The Arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Employer.

J. The Class Action grievance or Union grievance as defined in Step 1 A, with the written permission of the Library Director or their designee may be commenced at Step 2. The grievance must be presented within fifteen (15) business days of the occurrence of the facts on which the grievance is based.

ARTICLE 8
DISCHARGE AND DISCIPLINE

SECTION 1

The Employer shall notify the Union in writing as soon as possible, but not later than two (2) business days of a discharge or suspension of a member and within five (5) business days of the discipline of a member. If the Employer is late in providing notice, it will not impact the discipline, however it will extend the time limit the Union has to file a grievance one day for each day the notice is late.

A member shall have the right to a designated Local representative at any disciplinary meeting and shall be advised of this right when the meeting is scheduled. The Employer shall disclose the identity of an employee subject to discipline only to the Union President or Chairperson. Union representation shall be provided within five (5) business days so as not to delay Library operations.

The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written complaints giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

Should the discharged, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 9
PROBATIONARY EMPLOYEES

SECTION 1

New employees hired in the Unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the Seniority List of the Unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Library Director or their designee, the Union and the employee involved, provided the Employer gives reasons for said extension.

SECTION 3

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

SECTION 4

Employees hired after the date of this Agreement, who receives any part of their salary or benefits through any federally funded programs, shall have their seniority computed separate and distinct from other employees if applicable by law.

ARTICLE 10
SENIORITY

SECTION 1

Full-time employees shall accrue seniority from their most recent date of hire with the Library Board, or before the date of this Collective Bargaining Agreement, with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part-time employees shall accrue seniority from their most recent date of hire with the Library Board, or before the date of this Collective Bargaining Agreement, with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 3

The seniority of full-time and part-time employees shall be maintained separately and distinctly.

SECTION 4

By way of definition:

A. A full-time employee is regularly scheduled to work a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour work week.

B. A part-time employee is regularly scheduled to work twenty-eight (28) or fewer hours in a week.

The Employer shall notify the Union on a form provided by the Human Resources Department of the placement of a temporary employee.

SECTION 5

In the event a full-time employee becomes part-time, they shall have seniority from their date of hire with the Library Board, or before the date of this Collective Bargaining Agreement, with the County, and be entitled to the fringe benefits normally due a part-time employee.

SECTION 6

A part-time employee hired between January 1, 1983 and who became full-time before December 31, 2019 shall be entitled to fringe benefits as follows:

A. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full-time hours. Prorated seniority shall be calculated as follows:

    1. The total number of hours worked by a part-time employee shall be divided by either 1950 or 2080 annual full-time hours contingent upon the operation of the Department to establish years of full-time service.

    2. The remaining hours shall be divided by 7.5 hours in a work day to establish the number of work days.

    3. The work days shall be divided by 21.67 the average number of work days in a month.

    4. The remaining workdays shall be multiplied by 1.4 to establish calendar days.

    5. The number of years, months and calendar days shall be subtracted from the employee's date of full-time hire to establish their full-time seniority date.

B. The employee shall be placed on the accrual schedule for vacation days in accordance with their prorated seniority.

C. The employee shall be placed on the Accrual Schedule for sick days in accordance with their date of full-time hire.

D. The employee shall be entitled to enroll for the various insurance programs upon full-time hire and shall become eligible for coverage within the normal period to affect such coverage.

E. The employee shall be subject to the provisions of the Retirement Plan from their date of full-time hire.

SECTION 7

A part-time employee hired to a full-time position on or after January 1, 2020 shall be entitled to fringe benefits on their most recent full-time date of hire.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

A. Resigns or quits.

B. Is discharged and the discharge is not reversed.

C. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.

D. Retires.

E. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.

F. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

H. Layoff as a direct result of sub-contracting, for a continuous period beyond the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in g. above but not greater than the employee's seniority or thirty-six (36) months whichever is less.

ARTICLE 12
SENIORITY LIST

SECTION 1

The Seniority List on the date of this Agreement will show the date employed (first day on which the employee reported for work either with the Library Board or the County as the case may be), name and job title of all employees of the Bargaining Unit entitled to seniority.

SECTION 2

The Employer will keep the Seniority List up to date and will provide the Local President and Secretary with a copy at least every three (3) months or at intervals otherwise mutually agreed upon by US mail, interdepartmental mail or by e-mail. The Local President or Secretary shall, during normal office hours be entitled to make copies and distribute to all Bargaining Unit sites using US mail, interdepartmental mail or e-mail. Seniority lists shall be proper subject matter to be posted on Union bulletin boards by Bargaining Unit members.

ARTICLE 13
LAYOFF

SECTION 1

A layoff shall be defined as a separation from employment initiated by the Employer due to a reduction in the workforce resulting from a decrease in work, reorganization, or budget limitations, as determined solely by the Employer. A reduction in hours for a regular full-time employee shall also be considered a layoff. Layoffs shall not be based on disciplinary action, misconduct, or job performance.

SECTION 2

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

SECTION 3

The method of layoff, such as, by example and not limitation: an entire service, by a program component, or be a reduction of some or all services either pro rata or otherwise, and insofar as it does not violate any provision herein, shall not be subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days' written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

When a layoff is necessary, temporary and probationary employees shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

SECTION 6

An employee who is scheduled for layoff but who has sufficient seniority and has the necessary qualifications to displace another employee in a different classification shall be granted a one (1) month trial period. The trial period will provide the Library Director or their designee and the employee with the opportunity to become acquainted with the job. If, at the end of the trial period, the employee is unable to perform the function to the satisfaction of the Supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

SECTION 7

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range.

SECTION 8

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 9

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 10

A laid off or displaced employee shall have recall rights in accordance with Article 14 - Recall from Layoff.

SECTION 11

A part-time employee shall not have the right to displace a full-time employee.

A full-time employee who has greater seniority shall be given the option of layoff or displacement of a part-time employee consistent with Sections 6 and 7 of this Article. When the option has been implemented, the employee may not request the other option. Full-time employees who become part-time through displacement shall be entitled to only those benefits normally due a part-time employee.

SECTION 12

An employee scheduled for layoff shall have the option to accept the layoff or request the displacement of a temporary or probationary employee in the same classification. The Library Board shall determine which temporary or probationary employee is to be displaced. The employee who displaces a temporary employee shall be considered as temporary, but shall continue to receive the fringe benefits consistent with their former position.

SECTION 13

When a layoff is necessary, nothing shall prevent an employee from volunteering for a layoff. Be it provided, the Employer shall have the exclusive authority to approve or deny a request for voluntary layoff.

ARTICLE 14
RECALL FROM LAYOFF

SECTION 1

Recall from layoff shall mean a return to work from layoff (whether mandatory or voluntary), including a displacement.

SECTION 2

When a recall from layoff is determined to be necessary by the Employer, the most senior employee who is either laid off or displaced who is qualified to perform the function required by the Employer shall be recalled.

SECTION 3

Notice of return to work shall be sent by registered or certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternative date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) week notice.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. Sick and vacation time shall also be adjusted accordingly. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than twenty-four (24) calendar months.

SECTION 6

An employee laid off or displaced as a direct result of sub-contracting, shall have recall rights extended for the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in Section 5 above but not greater than the employee's seniority or thirty-six (36) months whichever is less.

SECTION 7

Upon recall, a full-time employee who fails to accept an offer of full-time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights. A part-time employee who fails to accept an offer of part-time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights.

ARTICLE 15
TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any fringe benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component, and there are no other current vacancies to which he or she may transfer, he or she shall be deemed to have resigned.

SECTION 3

For purpose of job bidding the employee shall only be entitled to that seniority acquired while a member of the Bargaining Unit.

SECTION 4

Employees returning to the Bargaining Unit as described in this Article shall not have the displacement rights set forth in Article 13 – Layoff within the first twelve [12] months of their return to the Bargaining Unit except when the return was within six [6] months of leaving the Bargaining Unit.

SECTION 5

When a position becomes vacant, Bargaining Unit members in the same classification may apply for the position. They shall be granted an interview. If denied the position they shall be given constructive reasons for the denial. If successful, they will be given a ninety (90) day trial period. If the employee cannot demonstrate the ability to perform the duties of the position, they shall be returned to their initial position before the transfer; and this shall not be subject to the Grievance Procedure.

ARTICLE 16
TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the Library Board, Union and affected employee.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Supervisor and shall indicate specific duties and tasks to be performed, the appropriate compensation and the approximate duration of the temporary assignment. In the event that the temporary assignment will be for fifteen (15) consecutive work days, a copy will be provided to the Union.

SECTION 3

A temporarily assigned employee shall be paid the rate consistent with the position for working five (5) or more consecutive working days. Upon working the fifth (5th) consecutive working day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment. Employee will be placed on the corresponding wage scale at the closest rate of pay.

ARTICLE 17
TEMPORARY, CASUAL & SEASONAL EMPLOYEES, STUDENTS & LIBRARY PAGES

SECTION 1

The Library Board shall be entitled to employ temporary, casual and seasonal employees, students and pages. Employees that are employed in these categories shall not be members of the Bargaining Unit nor required to pay union dues or service fees unless otherwise stipulated in this article.

SECTION 2

A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full-time or part-time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits. In the event it is operationally necessary to extend the duration of the temporary employment the Union will be notified.

SECTION 3

A casual employee is hired for a predetermined period of time to assist with a temporary work load increase or back log. The employment of a casual employee may not exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed by the parties. A casual employee may be scheduled to work full-time or part-time. The casual employee shall not be eligible for fringe benefits. A casual employee shall not be rehired in an ensuing calendar year until three (3) calendar months transpire from the date of termination and rehire. The Union shall be notified in writing prior to the start of any casual employee being hired as to the scope of the position and the work to be done.

SECTION 4

A seasonal employee is hired to perform work at a time when the library system, such as by illustration only the Drain Commission, MSU Extension Service and the Parks and Recreation

Department, has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A seasonal employee may be scheduled to work full-time or part-time not to exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed between the parties. A seasonal employee shall not be eligible for fringe benefits. A seasonal employee shall not be rehired in an ensuing calendar year until two (2) calendar months transpire from the date of termination and rehire.

SECTION 5

A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to their field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements. A student intern may not be hired to a regular position in the department he or she interned within six (6) months of the day the internship concluded when a Bargaining Unit member is minimally qualified for the position. An internship shall not be used to train or groom an intern for Library Board employment.

SECTION 6

A Page is a part-time employee of the Library Board performing ancillary tasks to regular employees. A Page may work up to twenty-eight (28) hours in a calendar week.

SECTION 7

In the event a layoff in a department is necessary due to a budgetary restriction, temporary and casual employees affected shall have their employment terminated in accordance with Article 13 – Layoff, Section 5. When an employee with layoff rights is laid off, no additional student worker will be employed.

ARTICLE 18
RATES FOR NEW JOBS or RECLASSIFICATION

SECTION 1

The Employer shall notify the Union of a newly proposed classification and rate structure not less than seven (7) business days prior to the time the classification becomes effective.

SECTION 2

The Union shall, within seven (7) business days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

SECTION 3

A reclassification review is the review of the wages for a position when the duties and/or responsibilities for the position have changed, significantly, such that a review of the wages for the position is justified. The Library Board or their designee may decide to or the Union

can request a reclassification review. The decision to reclassify shall be at the sole discretion of the Library Board or their designee.

If a decision is made to reclassify a position, The Library Board or their designee will notify the Union. If the Library Board or their designee decides to reclassify a position and if the position is occupied by an existing employee, the wages for the existing employee shall be increased as determined by the Library Board or their designee and the position shall not be posted. If a reclassified position is vacant the position will be posted pursuant to Article 19.

ARTICLE 19
JOB POSTING

SECTION 1

The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. When the Employer determines that a vacancy exists, job vacancy notices ("postings") shall be made available on the St. Clair County Human Resources webpage. The Employer shall make a good faith effort to notify St. Clair County Library System employees when job postings specific to the Library become available. However, failure to provide such notice shall not be subject to the grievance procedure.

The Local President or Chairperson shall be provided a copy of the job posting. The Employer will advise the Union of any part-time or full-time status change or of any qualification changes for existing positions. The Library Board or their designee will notify the Union of classification status changes from part time to full time or full time to part time when the position is initially recruited.

SECTION 2

The posting shall indicate:

A. Classification (Job Title);

B. The qualifications for the job, including testing if a prerequisite requirement;

C. Brief description of the job;

D. The wage range;

E. The location;

F. Application information (such as where and when to apply); and

G. The hours;

SECTION 3

The job shall be posted for at least five (5) business days for employees and may be concurrently posted externally.

SECTION 4

Applicants for a job vacancy shall make written application on a form provided by the County Human Resources Department and/or an electronic application. Applications shall be submitted to the County Human Resources Department in a timely manner as outlined within the posting. Applicants must complete all required sections of the application and submit all required documents

When an employee is determined to be unqualified for a position, they shall receive a written notice explaining the unmet requirement(s). The employee shall have seven (7) calendar days from the date of the notice to provide a written rebuttal to the Library Director or their designee. The Employer shall not appoint a candidate to the position until after consideration of the submitted rebuttal.

SECTION 5

The Library Director or their designee shall consider each employee who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as described in the job description. A laid off employee with recall rights shall have their seniority applied to the evaluation below. Internal, non-probationary and probationary employees shall be interviewed first. The Employer must appoint a candidate from the top two (2) scoring candidates based on the following criteria:

Examination Results	25%	
Qualification Evaluation (10% for each factor)	30%	
Oral Interview	25%	
Seniority		20%*

*(Seniority credit shall be calculated at 1% per year of service to a maximum of 20%).

Employees shall receive a written compilation of their scores upon written request.

In the event the Library Director or their designee selects the second ranked candidate, the highest scoring candidate who was not awarded the position may request in writing within 5 business days of the date the position was awarded, that the Library Director or their designee state their reasons for the selection. Upon receiving the request, the Library Director or their designee shall state in writing their reasons for the decision.

Upon receipt of the statement of reasons for the selection, the highest rated candidate who was not awarded the position may file a grievance which may only be based on the claim that the Library Director or their designee's decision was arbitrary or capricious. The grievance must be filed within 15 business days of the date the grievant received the statement of written reasons and the grievance must state the basis upon which the grievant claims the Library Director or their designee's decision was arbitrary or capricious.

In the event that there is only one (1) applicant, the Library Director or their designee shall not be required to appoint ~~a~~ that candidate if the Library Director or their designee determines that the candidate is not qualified for the position based upon a review of the above criteria. The Library Director's or their designee's determination and the reasons therefore shall be supplied in writing to the candidate.

Only after the process outlined above is completed and an internal employee candidate is not selected to fill the position, can the review of any external applications occur.

A temporary employee, as defined in Article 17 – Temporary, Casual, Seasonal, and Pages, Section 2, will not be considered for a posted vacancy under this Section or Section 6 if they are currently occupying the posted position and have done so for less than twelve (12) months, unless there are no internally qualified applicants, from either:

A. the date an employee provided notice that they will not be returning from a leave of absence; or
B. the date the Employer notified the incumbent that they have lost return rights to the position.

This does not prevent a temporary employee from applying for other posted Bargaining Unit vacancies.

SECTION 6

The employee awarded the job shall be required to satisfactorily complete a ninety (90) calendar day trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position they formerly held. The Library Director or their designee shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position within the (90) calendar day trial period. When an external candidate is awarded the job under Article 19 Section 5 above, Article 9 – Probationary Employees shall apply to them.

If an employee or external candidate fails to satisfactorily complete the ninety (90) calendar day trial period or probationary period defined in Article 9 – Probationary Employees respectively, the Library Director or their designee shall consider another qualified candidate from the same job posting as long as the requirements of the position as listed on the original job posting remain the same.

SECTION 7

When a test is required, all candidates shall be given the same test.

SECTION 8

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to their current compensation.

SECTION 9

If specialized training is a criterion in awarding a position and is offered as part of a Library System training program, all interested parties shall be offered the opportunity to take part in the training. This provision shall not apply to training provided to an employee which is incidental to their existing position or one they have previously held.

ARTICLE 20
VETERANS

SECTION 1

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

SECTION 2

Employees who are reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

SECTION 3

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of ten (10) business days per year is the limitation.

ARTICLE 21
LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year will be granted without loss of seniority for:

A. Illness leave (physical or mental); and

B. Prolonged illness of spouse, parent or child.

All leaves shall be granted for a period not to exceed one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

An employee shall not be entitled to return to work from a leave due to illness or injury without medical verification of recovery from the attending physician. The Employer shall endeavor to accommodate restrictions which do not interfere with the Employee being able to perform their essential job functions. Medical restrictions requiring accommodation must be updated on an annual basis.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993 as amended. Notice to employees of their rights under the Act and a fact sheet shall

be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act and this provision.

SECTION 3

Upon Employer approval, an employee will be entitled to a leave of absence for a reasonable period, not to exceed one (1) year, without loss of seniority for:

A. Serving in any Union position; and

B. Educational purposes.

Such leave shall be granted when consistent with meeting the operating needs of the Library.

SECTION 4

An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

SECTION 5

All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Employer. In all cases of illness extending beyond three (3) calendar days, the employee shall provide, upon request by the Employer, physician statements evidencing the employee's inability to return to normal work duties. Supporting documentation can be sent directly to the Library Director or their designee. The Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

In no case shall an employee be granted a leave of absence greater than their accrued seniority.

SECTION 7

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

SECTION 8

Request for an extension of a leave of absence under Section 3 a. and b. shall be submitted in writing to the Department Head no less than five (5) business days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b., shall be submitted to the Library Director or their designee as soon as practical upon the employee becoming aware that an extension will be necessary.

SECTION 9

While on an unpaid leave of absence, the employee accrues no vacation time, sick days, compensatory time, retirement credit, or gain from any other fringe benefit.

A. An employee receiving compensation during a short-term disability or Family Medical Leave, shall be considered to be on a paid leave of absence.

B. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.

C. Any employee who has less than one year of full-time employment with the County is ineligible for short term disability and FMLA. Once one year of full-time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrently.

SECTION 10

Failure to report to work on the first scheduled work day after the expiration of a leave of absence shall result in an immediate discharge.

SECTION 11

Leaves of absence with pay for any short-term educational training which would benefit the Employer may be authorized by the Library Director or their designee.

SECTION 12

Union employees elected to attend the International Convention, Council Convention or educational conference shall be granted a leave of absence to attend such conference or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulated total of fourteen (14) days per calendar year. A maximum of two (2) Union members may attend any such convention or conference at any one time, however, employees must be from different departments unless otherwise mutually agreed. Such leaves shall be without pay, unless the employee chooses to use vacation or compensatory time.

SECTION 13

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22
WORKING HOURS

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours which has been established by the Library Board.

SECTION 2

The work week shall consist of thirty-seven and one-half (37 1/2) hours which has been established by the Library Board.

SECTION 3

Any change in the number of work hours in a day or week shall be reviewed jointly by the parties. When the Employer intends to initiate extended hours, the parties will meet to discuss implementation.

SECTION 4

Each and every employee working six (6) or more consecutive hours shall be entitled to two (2) paid fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift, service needs permitting. Breaks shall not be unreasonably denied.

Each and every employee working six (6) or more consecutive hours shall be entitled to one unpaid thirty (30) minute or a one (1) hour lunch period as established by past practice.

SECTION 5

Each and every employee working three (3) but less than six (6) consecutive hours shall be entitled to a paid fifteen (15) minute break at the midpoint of the shift, service needs permitting. Breaks shall not be unreasonably denied.

SECTION 6

Employees who work from a posted work schedule shall not have their schedule changed without twenty-four (24) hours advance notice given to the employee, unless in accordance with an Emergency Closure or Partial Closure.

SECTION 7

Library employees' work schedules shall be posted two (2) weeks in advance. The Employer shall not be prevented from making schedule changes based upon the operational needs of the Library System. Employees may be required to work weekends, holidays or evenings. However, no employee shall be required to work more than three (3) nights a week. All standard pay-practices apply as stipulated in Article 23-Overtime.

SECTION 8

The Library Board and the Union recognize the need for limited flexible scheduling both for the Employer and the employees. Where possible the employer, with consideration for efficient operation of its workforce, may allow employees to work a flexible schedule to be mutually agreed upon. When it is operationally necessary, the Employer may use flexible schedules with the following limitations:

A. Flex scheduling shall not be used solely to avoid overtime/compensatory time.

B. Flex schedules shall be offered in seniority order, with the first offer to the most senior employee qualified in the division and so on down the seniority list until all available employees have had the opportunity to accept or decline. In the event no employee accepts the flexible schedule then the employer shall then mandate the least senior employee to that schedule.

C. Hours of work due to a flexible schedule shall not begin before 7:00a.m. nor end after 10:30 p.m.

D. With consideration for efficient operation of the workforce, employees may be asked/allowed to work a split shift to be mutually agreed upon.

E. There shall be no flexing of an employee's normal work week.

F. All flex schedules shall be posted forty-eight (48) hours prior to any day flex time is necessary.

G. Any variations from this flex scheduling listed above shall be mutually agreed upon by the employer, the employee and the Union.

H. Flex scheduling shall not be abused by either party or used as punishment.

SECTION 9

In the event the Employer requests volunteers to fulfill a specific operational need and an insufficient number of employees volunteer, the Employer shall have the right to assign employees in inverse order of seniority, beginning with the least senior qualified employee. Assignments shall continue in reverse seniority order until the staffing need is met. No employee shall be required to repeat an assignment until all other qualified employees in the rotation have been assigned in turn.

ARTICLE 23
OVERTIME

SECTION 1

Employees shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

A. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours contingent upon the operation of the department.

B. Any full-time employee called in to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

Employees shall be compensated at twice the base hourly rate of pay for:

A. All work performed on the seventh (7th) consecutive work day or shift.

B. All work performed on a holiday.

SECTION 3

Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided

in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

SECTION 4

The Employer shall compensate the full-time employees with compensatory time off or pay at the employee's option when the approved department budget provides for overtime. An employee may decline to work overtime if compensated with compensatory time when their accrued compensatory time is at or above the maximum accrual cap. The Employer shall offer the work in seniority order to other members in the library system with the knowledge and ability to perform the work. In the event no member is able or willing to perform the work, it may be performed by a non-union member including a supervisor in which case the employee(s) and the Union forfeit the right to grieve the assignment of the work. Compensatory time shall not accumulate beyond eighty (80) hours.

SECTION 5

Compensatory time shall be administered in the following manner:

A. When an employee's compensatory time is at or below the cap, time off shall be scheduled at the mutual convenience of the employee and the Employer.

B. When compensatory time exceeds the stipulated cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period.

C. In the event an employee's accrued compensatory time is greater than the maximum when the employee terminates employment, the employee may be paid for the accrued compensatory time or be maintained on the payroll until such time as the accrued compensatory time is exhausted.

D. Be it provided that the compensatory time accrual records of the Library System shall be the only official record for the use of and payoff of compensatory time. An employee is entitled to a copy of his or compensatory time accrual and utilization record quarterly or within a timely manner upon request.

E. Compensatory time may be used in place of sick time.

F. Part time employees are not eligible to earn compensatory time.

SECTION 6

Employees authorized to work overtime shall submit their request for overtime/compensatory time to the Library Director or their designee which shall be approved by the Library Director or their designee.

A separate request shall be provided by employees within the automated scheduling system to request use of the compensatory time and shall be returned to the employee with the Employer's determination no more than forty-eight (48) hours after the request is submitted.

ARTICLE 24
EQUALIZATION OF OVERTIME HOURS

The Employer shall determine when overtime is necessary. Overtime opportunities shall be allocated based on employees' ability to perform the required duties and, to the extent possible, distributed equitably among all qualified employees. The employee's work location may also be taken into consideration when assigning overtime.

ARTICLE 25
SICK TIME

SECTION 1

Regular full-time employees shall be credited with one (1) sick days upon hire and shall accrue one (1) sick day per month to be used for the purposes provided in this agreement. Regular full-time employees can accrue sick time to a maximum of forty (40) days. Sick time shall be used in fifteen (15) minute increments.

Upon the satisfactory completion of the probationary period, the employee shall be eligible to use sick time for any of the following:

A. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

B. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee. Family member is defined as employee's spouse or domestic partner; biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or an individual who stood in loco parentis when the employee was a minor child; biological, foster, or adopted sibling; grandparent; grandchild; or anyone else related by blood or affinity whose close association with the employee would be the equivalent of a relative.

C. If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

D. For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the

employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

E. For meetings at an employee's child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

SECTION 2

All full-time employees shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. The County shall provide the disabled employee with short term disability salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee with short term disability salary continuation, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed on the reduced salary.

SECTION 3

The County shall provide the disabled employee compensation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability at a rate of two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County and/or the insurance carrier in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

SECTION 4

The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability that reasonably accommodates any restrictions as indicated by the treating physician. The employee shall receive the same hourly wage rate as their current classification.

SECTION 5

Commencing the one hundred and eighty-first (181st) calendar day, long term disability salary continuation shall be provided by an insurance carrier of the County Board's choice or by the County Board at the County Board's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years subject to the administrative terms and conditions established by the insurance carrier. At such time the disabled employee shall not be eligible for fringe benefits. However, the disabled employee shall be entitled to obtain group health insurance through the County Board in accordance with the following safeguards and conditions:

A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.

B. The County Board shall require prepayment of all premium costs.

SECTION 6

The employee shall be entitled to select either the core salary continuation plan (disability) or option I as follows:

A. CORE PLAN
   * 66 2/3% of base salary
   * Up to 5 years from date of disability
   * $4,000 monthly maximum

B. OPTION I
   * 70% of base salary
   * Benefit up to age 65
   * $6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

SECTION 7

An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued vacation or sick days on a ratio of one (1) vacation day or sick day for each three (3) days of absence in order to remain at full gross salary.

A. The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.

B. Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.

C. Supplementing must be continuous. An employee will not be entitled to supplement intermittently.

D. Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

SECTION 8

An employee shall be eligible to use sick time after completion of the probationary period.

SECTION 9

An employee shall not be paid more sick time than has been accrued.

SECTION 10

An employee on an approved leave of absence shall be subject to all the provisions of Article 21 - Leaves of Absence, as it may apply.

SECTION 11

The Employer may require the employee to provide documentation of a need for sick time after an employee is absent for three (3) consecutive days.

SECTION 12

Sick time may be taken in place of normally scheduled work days, excluding holidays.

SECTION 13

Sick time shall not accrue on an unpaid leave of absence. Sick time shall accrue on a paid leave of absence.

SECTION 14

Sick time shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 15

Upon termination for any reason, other than gross misconduct, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick time on a maximum accrual of thirty (30) days as follows:

Months of Service	% of Accrual
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

SECTION 16

In the event of an employee's death, payment of accrued sick time according to the preceding schedule, shall be paid to the employee's beneficiary or estate.

SECTION 17

Each employee shall give the Employer two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick and/or vacation time for each work day short of the required two (2) week notice of a voluntary quit. If the department Library advises the employee to leave upon receipt of notice, there will be no deduction from sick and/or vacation.

SECTION 18

Sick time used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse.

SECTION 19

Part Time Paid Sick Time

1. Part-time employees, temporary, casual, and seasonal employees will be provided sick time at the beginning of the year at the rate of one hour for every thirty hours the employee is expected to work. Such employees will be notified in writing of the expected hours worked at the beginning of the year. If such an employee works more than what is expected at the beginning of the year, the employee will be provided additional sick time at the same rate. This policy does not apply to unpaid interns or youth working under the Youth Employment Standards Act.

2. Hours worked includes regular paid time, overtime and on-call time. Hours worked does not include holiday pay, sick, vacation, compensatory or any leave time. The rate of pay for sick time will be the employee's normal base wage.

3. Sick time shall not carry over from year to year.

4. At time of separation of employment, any remaining paid sick leave is not eligible for pay out. If an employee leaves employment with the County and returns, any forfeited leave time upon termination shall not be reinstated unless the employee separates from employment and is rehired within two months of the separation.

5. Newly hired employees shall not use accrued sick time until successfully completing a 90-calendar day probationary period.

6. Upon the satisfactory completion of the probationary period, the employee shall be eligible to use sick time for any of the following:

    a. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

    b. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee. Family member is defined as employee's spouse or domestic partner; biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or an individual who stood in loco parentis when the employee was a minor child; biological, foster, or adopted sibling; grandparent; grandchild; or anyone else related by blood or affinity whose close association with the employee would be the equivalent of a relative.

    c. If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d. For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

e. For meetings at an employee's child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

7. When an employee's illness or physical condition raises the question of fitness to perform normal duties, the department head and/or supervisor shall require the employee to submit to a fit for duty examination at the expense of the County.

8. Sick time must be used in fifteen (15) minute increments.

9. Any sick time use other than provided by this policy shall be considered a misuse and an abuse and will subject the employee to discipline up to and including employment termination.

10. Upon the use of more than three consecutive sick days in a row, the County requires supporting documentation confirming the need for sick time.

11. If the need for sick time is foreseeable, the employee must promptly notify their department head and/or supervisor of their absence seven (7) days prior to the date sick time is to begin. If the need for sick time is not foreseeable, the employee must notify their department head and/or supervisor as soon as the employee is aware of the need for leave prior to or at the beginning of the employee's regularly scheduled work day.

12. Sick time, when authorized, shall be taken in place of normally scheduled workdays, excluding holidays.

13. Employees may use accrued sick time when on an approved FMLA leave.

ARTICLE 26
FUNERAL LEAVE

SECTION 1

The employee shall be allowed Funeral Leave/Memorial days in the event of a death of family members and relatives as follows:

1. Up to five (5) regularly scheduled working days within a calendar week pay for: Legally recognized Spouse, Child, Stepchild, Parent, and Stepparent.

2. Up to three (3) regularly scheduled regularly scheduled working days within a calendar week with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

3. Up to three (3) regularly scheduled working days within a calendar week with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent.

4. One (1) regularly scheduled workday within a calendar week with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a Funeral/Memorial Service is two hundred fifty (250) or more miles from the employee's residence.

Leave will be granted for consecutive days (if regularly scheduled to work) following the death of an employee's family member or relative. Should there be a delay in funeral or memorial services, or other unusual circumstances, with a minimum 31-day advance request and approval of the Library Director or their designee some or all of these days may be used in an inconsecutive manner during the first six (6) months following the death.

ARTICLE 27
JURY DUTY

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid their regular pay for performing jury duty during their regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employee's regularly scheduled work hours and the jury duty time is more than four (4) hours, the employee will not be expected to work their regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees of the Library Board who are called to jury duty in a Federal Court outside of St. Clair County, MI, up to two (2) hours of driving time or actual time driving whichever is less will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

SECTION 3

Time spent on jury duty shall not be deducted from sick days, vacation days, or compensatory time, nor adversely affect any fringe benefits.

SECTION 4

Any reimbursements (by way of example; mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such reimbursement is paid as part of the jury pay, the Library Board shall provide the reimbursement portion only to the employee with suitable documentation in a reasonable time and manner.

ARTICLE 28
INJURY LEAVE
(Worker's Compensation)

SECTION 1

When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Employee shall complete an Accident Report on the form provided by the County and submit it to the Supervisor. The County Human Resources Department will inform an employee of requirements to be followed for processing a claim for benefits within one (1) business day of receiving notice from the Supervisor and/or employee of a work-related illness or injury. Worker's Compensation is governed by State Law and Board Policy and Procedures, therefore, is subject to change.

SECTION 2

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work-related illness or injury.

SECTION 3

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus federal, state, local and F.I.C.A. taxes.

SECTION 4

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5

When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. The County shall continue to provide the employee a regular pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deductions.

SECTION 6

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days, or who exhaust their sick days while on an injury leave, shall retain the

Worker's Compensation check as directed by the County.

SECTION 7

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 29
VACATIONS

SECTION 1

All **full-time** Library Board employees shall be entitled to vacations according to the following schedule. Years of Service is calculated from the first date of employment with either the St. Clair County Library System or St. Clair County.

Years of Service	**Vacation Days**
6 months	5
1	5
18 months	5
2	5
3-4	12
5-9	17
10-14	20
15-19	23
20-24	25
25-29	28
30+	30

All **part-time** Library employees shall be entitled to unpaid vacation time based on the schedule below. Years of Service is calculated from the first date of employment with either the St. Clair County Library System or St. Clair County.

Years of Service	**Vacation Days**
1-2	3
3-4	5
5-9	9
10-14	10
15-19	12
20-24	13
25-29	14
30+	15

SECTION 2

The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary of full-time employment with the Library Board.

SECTION 3

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 4

A full-time employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Library Director or their designee. Such days not used shall be forfeited.

SECTION 5

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing and authorization or denial shall be in writing. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6

The Library Director or their designee shall not be required to approve or deny a vacation request more than ninety (90) calendar days in advance except when the employee's vacation plans are of a nature which require the employee to make a financial obligation in advance of ninety (90) calendar days. The Library Director or their designee shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request, unless otherwise mutually agreed by the Library Director or their designee and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Library Director or their designee, however the employee shall endeavor to request vacation time in advance. Requests not made in advance shall be approved or disapproved based upon maintaining the efficient operation of the department.

SECTION 7

Part-time employees are not entitled to paid vacation. However, a part-time employee shall be entitled to unpaid vacation in accordance with the graduated schedule in the preceding section 1 of this article. Be it provided a part time employee must have the prior approval of the Library Director or their designee, in order for the absence to be approved in accordance with the preceding Section 6 of this Article.

SECTION 8

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 9

Upon termination, retirement, or death, the full-time employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 30
HOLIDAYS

SECTION 1

All full-time Library Board employees and regularly scheduled part time employees (of the Library hired on or before December 31, 2022) shall be entitled to the following paid holidays based upon the Employer's regular work day which is intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended schedule shall prevail and apply:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
December 24
Christmas Day
December 31

and such other holidays as may be established by action of the Library Board.

SECTION 2

A regularly scheduled part-time employee who has successfully completed their probationary period as defined in Article 9, Sections 1 and 2 of this contract, shall be entitled to the Holidays stipulated in the preceding Section 1 when their regularly scheduled work day occurs on the same date the Holiday is celebrated by the Library Board. Part-time employees' regular schedules will not be manipulated to avoid or incorporate paying Holiday pay.

SECTION 3

To be eligible for a holiday, an employee shall work the last scheduled work day before the

holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 4

Due to the diverse operation of the Library, the celebration of holidays shall be as follows:

Monday through Saturday operational schedule
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees scheduled to work five (5) days shall be scheduled to work Monday through Thursday. Friday shall be considered the holiday and Saturday shall be a day off without pay.

SECTION 5

The Library Board shall make every effort to provide reasonable accommodations for employees to attend services associated with the practice of religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The Library Board will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

SECTION 6

Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 7

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 23 - Overtime.

ARTICLE 31
HEALTH CARE

SECTION 1

Effective January 1, 2012, each full-time employee and each part-time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plan offered by St. Clair County. The core plan is equivalent to the following:

Community Blue PPO Option 750
- Annual Deductible:
  - $750 – Employee
  - $1,500 – Family

- Annual Co-Insurance:
  - 80% - Plan Approved Charges
  - 20% - Employee

- Annual Co-Insurance Maximum Including Deductible:

$3,250 – Employee
$6,500 - Family

$30 Office Visit Co-Pay

$30 Chiropractic Co-Pay

Prescription Drug Rider
$10.00 - Generic Prescription Drugs
$40.00 - Brand Name Prescription Drugs
$80.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

Unlimited Annual in Network Preventative Services

Vision– Vision Rider
HCA – Hearing Care

In the event the Patient Protection and Affordable Care Act of 2010 is repealed or declared unenforceable through court action such that family coverage for dependents no longer applies, the County shall reinstate the Family Continuation and Sponsored Dependent coverage.

The Employer shall pay the cost of premiums of full-time regular employees with the following exceptions:

A. Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

B. All participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate adjusted annually.

   In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 31, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the Bargaining Unit.

C. All employee plan costs shall be paid by way of a pretax payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal biweekly installments over the 26 annual pay periods.

SECTION 2

Each full-time employee eligible to participate in the plan shall be entitled to select the following option in the place of the core plan.

A. NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan, but who elect not to participate, shall be entitled annual compensation as follows:

$ 650 - One Person subscriber
$1100 - Two Person subscriber
$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3

The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4

All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal bi-weekly installments based on twenty-six (26) pay periods.

An employee on an approved leave of absence without pay must continue to pay the Employee Premium Co-share or repay those contributions retroactively upon return to work or forfeit plan eligibility and coverage for the duration of absence.

SECTION 5

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN (Premium paid by the County)

* Plan 100 50/50 to an annual maximum of $1000 per individual.
* Class III Orthodontia Plan 50/50 to a lifetime maximum payment of $1500 per individual.

B. OPTION I

* $200 to a Flexible Reimbursement Account.

C. OPTION II

* $150 cash rebate.

SECTION 6

Any Health Reimbursement Account credits that an employee has in their account shall be retained by the employee or retiree so long as they are employed by or retired from employment with the County.

A. A single credit shall be equal to a single dollar but shall have no cash value for any purpose.

B. Credits shall be carried forward from year-to-year and into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

C. Upon termination of employment, except as defined in the subsection B. all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.

SECTION 7

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 8

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

SECTION 9

Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 32
LIFE INSURANCE

SECTION 1

A full-time employee shall be eligible for life insurance in the amount of $50,000 and shall include an A.D. & D. Rider.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core

benefit at the Employer's group rate.

SECTION 2

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 3

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 33
EMERGENCY CLOSURE OR PARTIAL CLOSURE

SECTION 1

In the event of severe weather or other conditions that could affect safety, health or access to facilities, the Chairperson or Vice-Chairperson of the Library Board and the Library Director or their designee will have the final authority to make the decision to close the St. Clair County Library and authorize the pay of those employees who are sent home from or advised not to report to work. Employees designated as essential by the Library Director or their designee and required to report to work shall receive straight pay for the work performed. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

SECTION 2

In the event any employees are sent home from work or advised not to report to work for reason other than discipline by the Employer, those employees shall receive their full day's pay for that day. Full-time employees will be paid their full day's pay. Part-time employees will be paid only if normally scheduled to work that day and only for those hours which the employee would normally work.

SECTION 3

In as much as the St. Clair County Library System provides services beyond traditional office hours, special notice will be provided to the branches and library system support departments with employees scheduled to work at times other than traditional office hours. It is the responsibility of on duty Branch Leads and/or supervisors to notify affected employees.

Localized Occurrences:

SECTION 4

Based on the nature of the event, a decision may be made by the County Library Board and the Library Director or their designee to close specific buildings or parts of buildings or, delay the opening of a building. In the event of a partial closure, and because the Library operates at more than one location, the following conditions shall apply.

A. If the disaster, emergency or condition is at a location other than the Main Library or Library System Support offices, the Branch Leads or support services department heads must contact the Library Director or their designee who will determine the necessary course of action.

B. Employees who are sent home early or told not to report to work will receive pay as though the hours were worked.

C. Employees on a scheduled day off are not entitled to any additional compensation.

D. It is the responsibility of the Library Director or their designee to provide all employees with scheduling instructions at the affected location. As the Library operates at more than one location, the following shall apply:
   - Only the employees at the location affected are subject to the policy on leaving work early or not reporting to work.
   - The Library Director or their designee shall have authority to schedule the employees at an affected location to work at an unaffected location.
   - It is the obligation of the Library Director or their designee to notify employees at affected locations about where and/or when to report or not to report to work.

The County Library Board and the Library Director or their designee shall communicate with Branch Leads or support services department heads through email, press release or other appropriate methods. On duty Branch Leads or support services department heads will then notify employees to leave work early and/or not to report to work.

Employees may be required to report to work at a location where other employees have been sent home early or told not to report to work. This location may or may not be the location where the employee is normally scheduled to work. In this event the employee is entitled for overtime pay only for those hours outside their scheduled hours of work. In other words, the employee is entitled to their regular pay when working regularly scheduled hours.

ARTICLE 34
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full-time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

Years of Service	Percentage	Maximum Payment
10 - 14	4%	$1,000
15 - 19	6%	$1,500
20 - 24	8%	$2,000
25+	10%	$2,500

SECTION 2

Employees eligible for service recognition shall be paid a single lump sum the first-full pay period following their date of full-time hire.

SECTION 3

Continuous service for the purpose of this Article shall not be affected by a layoff unless such layoff exceeds one (1) year. Upon recall from layoff of less than one year, seniority shall be adjusted in accordance with Section 4 of Article 14 - Recall from Layoff and the next service recognition payment shall be pro-rated accordingly.

SECTION 4

Employees with ten (10) or more years of continuous service shall be entitled to a prorated lump sum payment in the event of retirement or, in the event of death in service, a prorated payment to their beneficiary.

ARTICLE 35
MILEAGE ALLOWANCE

SECTION 1

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 36
RETIREMENT BENEFIT

SECTION 1

All eligible full-time regular employees hired to a full-time position prior to June 29, 2011 shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate Union approval.

SECTION 2

The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

The County shall provide the Union with a fiduciary report on the financial condition of the trust account. The report shall be provided reasonably near January first and July first of each calendar year beginning January 1, 2010.

SECTION 3

The St. Clair County Retirement System provides eligible full-time regular employees hired to a full-time position prior to June 29, 2011 with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows:

A. The employee shall contribute six percent (6%) of their eligible bi-weekly wage as defined in section 13 of this Article.

SECTION 4

The St. Clair County Retirement System provides eligible full-time regular employees opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows:

A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.

C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions:

   I. The employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

   II. The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from their monthly pension payment.

   III. The employee with credits accrued in their Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [II] shall apply.

   IV. The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from their contributions. When contributions are depleted the retiree shall be subject to the preceding [II].

   V. The employee upon making an application for retirement must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose

to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

VI. The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally, disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

SECTION 5

Contributions to the Health Care Trust Account shall be calculated on the first $50,000 of an employee's eligible bi-weekly wages as defined in section 12 of this article. The employee shall contribute to the Health Care Trust Account.

Employees hired prior to June 29, 2011 shall contribute 2.5% annually.

SECTION 6

An employee shall only be entitled to withdraw their contributions to the Defined Benefit Plan upon separation of membership. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty (30) days.

A. A vested employee is not required to withdraw their contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.

C. The employee that withdraws their contributions shall terminate all right to receive a pension benefit from the plan.

D. The employee that withdraws their contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of Union affiliation.

SECTION 7

An employee shall only be entitled to withdraw their contributions to the Health Care Trust Account upon separation of membership. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten (10) days; or the individual has been laid off for at least thirty (30) days.

A. A vested employee is not required to withdraw their contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.

C. The employee that leaves their contributions in the Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The employee that withdraws their contributions shall terminate all right to receive health care coverage from the plan at no premium cost to the retiree.

E. The employee that leaves their contributions in the Health Care Trust Account but who has insufficient actual years of service to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in Section 4 of this Article.

SECTION 8

If an employee was a full-time contributing member of the Defined Benefit Plan prior to June 29, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee was a full-time contributing member of the Retirement Health Care Trust Account prior to June 29, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee, upon becoming an ineligible member, applies for and receives a refund of their Defined Benefit Plan and/or Retirement Health Care Trust Account contributions, they shall terminate all future right to receive a benefit from either plan.

SECTION 9

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two (32) actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 10

A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

Years of Service	Annual Multiplier
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year.

The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 11

An employee shall be eligible for early retirement as follows:

A. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service.

B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions.

C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.

D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employee's Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 12

Retirement shall be computed on the base salary only and, where applicable service recognition, and shall not include compensation from:

A. Overtime or compensatory time payoff.

B. Vacation day accrual payoff upon separation from employment for any reason.

C. Sick day accrual payoff upon separation from employment for any reason.

SECTION 13

An employee shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan follow:

A. Effective June 29, 2011, the employee shall be entitled to select one of the following contribution options.

Employee Contribution	County Contribution Match for Full time Employees Only
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.

C. Upon retirement the employee may at their discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

E. An employee shall not be entitled to contribute to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time. An employee shall have the option to contribute to a 457 Deferred Compensation Plan account rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement.

SECTION 14

Full-time employees hired after June 29, 2011 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct their investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

The County will match the full-time employee contribution dollar for dollar up to a maximum of 8% of total wages. The minimum employee contribution rate is one (1) percent.

A. A full-time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%

7.0%	7.0%
8.0%	8.0%

B. An employee is not required to withdraw their contributions upon termination of employment.

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

ARTICLE 37
EQUIPMENT, TOOLS AND SUPPLIES

The Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 38
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located at each location leased or owned by the Library Board and designated for use by the Library Board. The bulletin board shall be located in a convenient place for the purpose of posting notices of the following activities:

A. Notices of Union recreational and social events.

B. Notices of Union elections.

C. Notices of results of Union elections.

D. Notices of Union meetings.

ARTICLE 39
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

The Library Board shall have the right to use supervisory staff, at the discretion of the Library Board, to perform work of the same nature, at the same time as Bargaining Unit members. Providing that Bargaining Unit work is a result of unforeseen or emergency circumstances as referenced in Article 23 – Overtime, Section 4.

Supervisors will only be permitted to perform such Bargaining Unit work on a sporadic basis to facilitate completion of a specific task and to provide efficiency in completion of that specific task. Supervisors will not be used to perform such work to replace Union members on a job or for the sole purpose to avoid the payment of overtime.

It is understood that by way of agreement with the above, the Bargaining Unit does not relinquish representation or exclusivity to any work which may be completed by Supervisors within the constraints identified above.

ARTICLE 40
SAFE WORKING ENVIRONMENT

SECTION 1

The Employer and the employees of the Library Board share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the Library Board and the Union agree to abide by OSHA and MIOSHA for the protection of the Library Board and its employees.

SECTION 2

The Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall be recorded on a form provided by the County Human Resources Department and shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) business days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Employer and the employees.

SECTION 5

The Library Board will post diagrammed escape routes in a conspicuous place in each of its offices in all Library System buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 41
DISCRIMINATION AND HARASSMENT

SECTION 1

The Employer and its Supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely manner.

SECTION 2

The Employer will endeavor to train Supervisors, Appointed Officials, Branch Leads and Department Heads in the proper administration of this Agreement including the subject of unlawful harassment. The Union will also endeavor to train its Officers and Stewards as to the proper administration of this Agreement and will further endeavor to educate its members as to the subject of unlawful harassment.

SECTION 3

A. HOSTILE WORK ENVIRONMENT DEFINED

A hostile work environment exists only when an employee is made to suffer based on the following illustrative but not exhaustive circumstances.

1. The employee is made to suffer ridicule, abuse or disparate treatment based on his or her gender, race, ethnicity, religion, disability or other protected status.

2. The sources of the hostile treatment are a Supervisor, co-worker or customer.

3. The hostile activity occurs on Library System premises, workplace or on the way to or from the Library System premises, workplace.

B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT

The environment is hostile when it creates fear, intimidation, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably over burdens or precludes an employee from reasonably performing his or her work.

C. LIBRARY DIRECTOR AND SUPERVISORY RESPONSIBILITY

The Library Director and/or Supervisor have the following obligations and responsibilities:

1. The Library Director and /or Supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the Library Director and/or Supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.

2. The Library Director and/or Supervisor must take any complaint seriously and investigate thoroughly.

3. The Library Director and/or Supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.

4. The Library Director and/or Supervisor must take necessary corrective action.

ARTICLE 42
WAGES

AFSCME - MICHIGAN		
3.0% - Increase January 1, 2025		
2.5% - Increase January 1, 2026		
TITLE	**JOB GROUP**	**WAGE RANGE**
ACCOUNT CLERK II	I	E
BRANCH LEAD	II	D
DIGITAL SERVICES LIBRARIAN	II	G
LIBRARY BRANCH ASSISTANT (LBA)	I	C
LIBRARY TECHNICIAN	I	D
MARKETING ASSOCIATE	II	E
OFFICE SPECIALIST	I	FF
REFERENCE LIBRARIAN	II	F
SENIOR LIBRARIAN	III	E

Employees who begin a classification at Step 1 on the wage scale will be eligible to receive a step increase upon reaching their 6-month anniversary in that classification.

All employees will receive a 3% cost-of-living adjustment (COLA), retroactive to January 1, 2025, based on their current Job Group and Wage Range.

Employees who are moving to a new Job Group, as referenced in the list above, will be placed at the Step equivalent to their current Step in their previous Job Group.

Annual Step increases for 2025 will be applied on each employee's anniversary date.

For example
January 1, 2025:

- LBA X is at I-AA Step 5 on the 2024 Wage Scale = $31,292 annual wage
- LBA X wage is increased by 3% per agreement with AFSCME 1089 as of January 1, 2025 = 31,292 x 1.03 = 32,231
- LBA X is placed at new classification I-C Step 2 on January 1, 2025 = $32,231 annual wage

2025 anniversary date, LBA receives annual Step increase to I-C Step 3

ARTICLE 43
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2025 and shall continue in operation and effect through December 31, 2026. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least ninety (90) calendar days prior to December 31, 2026 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If either party fails to give notice, such failure shall not prevent the party from making proposals it wishes to make in negotiations. The parties mutually agree to endeavor to begin negotiations not later than ninety (90) calendar days prior to the expiration of this Agreement.

In witness whereof, the parties hereto have executed this Agreement the 2nd day of October 2025.

FOR THE UNION

Stephanie Mason
AFSCME MICHIGAN

Bargaining Committee Member

Bargaining Committee Member

01/15/26
Date

FOR THE EMPLOYER

Steve Simasko, Chairperson
Board of Commissioners

Angie Waters
County Clerk

Karry Hepting
County Administrator/Controller

Date