

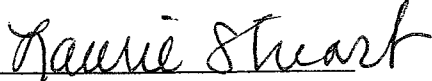
APL


## **AGREEMENT**

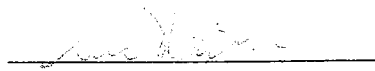
This Agreement is entered into this **20<sup>th</sup> day of March, 2013** by and between the Detroit Library Commission (hereinafter referred to as the Employer) and the Association of Professional Librarians of the Detroit Public Library Unit of Local 2200 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (hereinafter referred to as the Union).

IN WITNESS WHEREOF, the parties have set their hands this 19<sup>th</sup> day of March 2013.

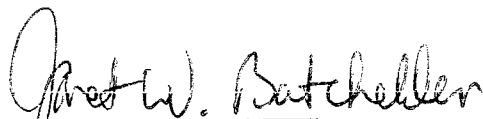
UNITED AUTO WORKERS, Local 2200  
ASSOCIATION OF PROFESSIONAL LIBRARIANS (APL)


  
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UAW Local 2200

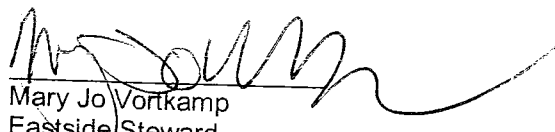
  
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Sue Narin, Unit Chair  
UAW LU 2200, APL

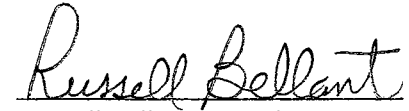
  
Tony Feyers, International Representative  
UAW Region I

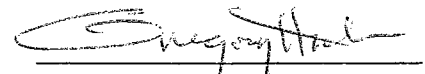
  
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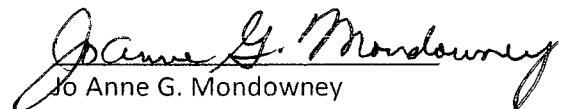
  
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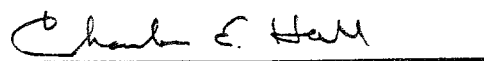
DETROIT LIBRARY COMMISSION

  
Russell Bellant, President

  
Gregory Hicks, Vice-President

  
Jo Anne G. Mondowney  
Executive Director

  
Trinee Moore  
Director, Human Resources

  
Charles Hall, Director  
UAW, Region I

**ARTICLE 2**  
**DURATION, MODIFICATION AND AMENDMENTS**

2.01 This Agreement shall be effective as of the **20<sup>th</sup> day of March, 2013**, and shall continue in full force and effect through **June 30, 2017**.

2.02 Either party shall give to the other party sixty (60) days written notice prior to the termination date of their intention to terminate or modify this Agreement.

2.03 During the life of this Agreement, either party may propose an amendment to the Agreement and the parties shall meet to negotiate regarding any proposed amendment. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

2.04 Wage Reopener: The Employer and the Union may reopen this Agreement **annually** only for the purpose of negotiating wage rates, insurance coverages and retirement provisions to become effective **July 1, 2014 and annually thereafter**.

This Agreement will be reopened for such purposes only if the Employer and the Union gives to the other, not later than **July 1, 2014 and annually thereafter**, written notice of intent to reopen.

Failing receipt by the Employer or the Union on the date specified of such written notice to reopen, all terms of this Agreement will continue in full force and effect through midnight, **June 30, 2017**.

If this Agreement is reopened in accordance with the provisions of this Section, this Agreement will nevertheless remain in full force and effect through midnight, **June 30, 2017**.

2.05 In the event the Library does not offer a salary increase during the **July 1, 2014 reopener, and annually thereafter**, discussions will be held to explore the possible enhancements of other working conditions/benefits.

DETROIT  
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Memorandum of Understanding

Suspension of Longevity Pay

This Memorandum of Understanding is made on March 20, 2013 by and between the Detroit Public Library Commission (hereafter referred to as the Employer) and the Association of Professional Librarians Unit (APL) of the Detroit Public Library Unit of Local 2200, UAW.

The Library and the Union recognize that declining property tax revenue and other state and federal resources are shrinking, therefore, it is anticipated that the DPL budget will decline 5-7% a year through 2015. Add to this, legacy debt, (which now exceeds payroll expenses), understaffing due to a hiring freeze and workforce reduction, and the fact many of our facilities are in need of repair; it becomes apparent that the Employer must curb spending and cut cost.

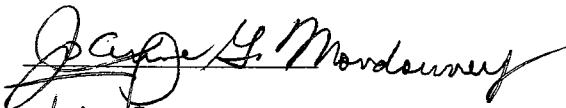
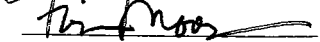
Subsequently, the confluence of these factors will require the Detroit Public Library to recreate an infrastructure with far less financial resources than ever before.

It is further agreed that in FY2015 (July 1, 2014 to June 30, 2015) and annually thereafter, a review of the financial stability of DPL will be undertaken in consideration of the restoration of the longevity benefit.

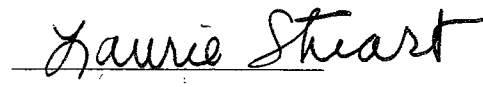
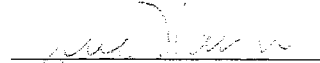
Therefore, be it resolved that the time honored practice of longevity pay be suspended until FY2015 (July 1, 2014 – June 30, 2015); and upon agreement of the suspension of longevity pay, this Memorandum of Understanding will be included in current respective Union Contracts.

This agreement is inclusive of non-union staff.

For the Employer

  
  
\_\_\_\_\_

For the Union

  
  
\_\_\_\_\_

## LETTER OF AGREEMENT- APL

### RE: UNION SECURITY

The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in the amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the names(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The employee will have thirty (30) calendar days to decide whether to become a Union member or pay a service fee.

2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer"). The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. Dues or service fees will be withheld such that an equivalent of two (2) hours pay per month, or a total of twenty four (24) hours pay per year is deducted in equal portions on a bi-weekly basis. The formula is: hourly rate x 24 divided by 26= amount taken out of each bi-weekly paycheck. All sums deducted by the Employer shall be remitted to the Union's financial officer on a timely basis once each month, but no later than the 15<sup>th</sup> of the month following that in which the dues were collected, together with a list of current employees showing the amount of union dues or service fee deducted for each employee.

a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to the delivery of library service than discharge.

b. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:

## APL

i. The Union will notify the Employer of the name of any persons(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.

ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.

iii. The individual employee shall have fourteen (14) days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.

iv. The Union will notify the Employer of the names(s) of any individual employee who has failed either to join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.

v. Not later than seven (7) days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.

vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or pay or arrange payment of a service fee.

3. The Union will determine the amount of the service fee in accordance with prevailing law. Presently the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted.

4. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.

5. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked fourteen (14) days after the conclusion or termination of the process for resolution of an Objection.

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6. The Association of Professional Librarians the Detroit Public Library Unit of Local 2200 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (Union) shall defend, (including the negotiation of any voluntary settlement) indemnify and hold harmless the Detroit Library Commission (Employer) and its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Detroit Public Library shall cooperate in the defense or resolution of the claim.

#### **Duration**

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until June 30, 2023 and binds the parties and their successors.


2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.

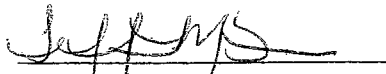
3. It is the mutual objective of the parties to recognize this agreement throughout the entire stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.

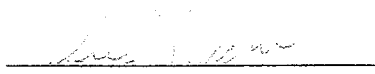
4. This agreement supersedes Article 33 of the parties' collective bargaining agreement dated March 20, 2013 – June 30, 2017 while this agreement remains in effect. Article 33 shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded. Unless modified or contradicted herein, Article 33 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands this 19<sup>th</sup> day of March 2013.

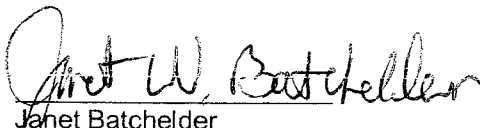
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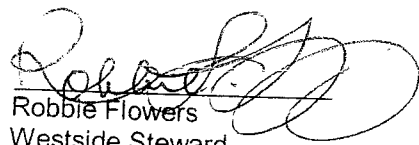
  
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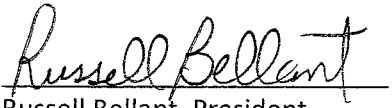
  
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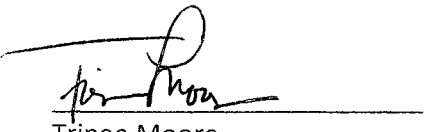
  
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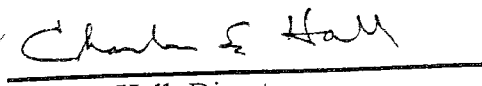
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