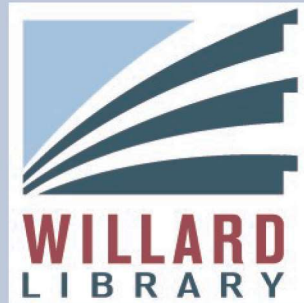


Willard Public Library
Board of Trustees
Special Meeting Agenda
February 16, 2022
5:00 p.m.
Library Meeting / Programming Room

1. Call to Order
2. Approval of Minutes * (pg. 1)
3. Public Comment
4. Reports & Recommendations
 - a. Consideration to Go into Closed Session to Discuss Contract Negotiations *
 - b. Approval of Contract Terms *
5. Other Business
6. Comments by Trustees
7. Adjourn

Action items are indicated by an *



Proposed Contract between
Willard Public Library
And the
Librarians' Association

Ratification Vote takes place:
February 14, 2022

AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
LIBRARIANS' ASSOCIATION**

(July 1, 2022 - June 30, 2025)

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AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
LIBRARIANS' ASSOCIATION**

This Agreement entered into between the Willard Public Library, hereinafter referred to as the "Library," and the Willard Public Library Librarians' Association, affiliated with MEA-NEA, hereinafter referred to as the "Association."

ARTICLE 1 – RECOGNITION

Section A - The Library hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional or certified personnel including all full-time and regular part-time librarians and library assistants employed by the Willard Public Library. Excluded are the following Library employees: MESPA library assistants, supervisory employees including children's and bookmobile services, media services, and reference service librarians, clerical employees, and all other employees.

From time to time outside agencies like the Kellogg Foundation have requested that Willard Public Library act as the fiscal agent for one or more of their employees. It is recognized that such arrangements may be beneficial to the long-term wellbeing of the Library. The employees of the outside agencies may be required to be stationed in the Library facility for all, most, or some of their work. The parties agree that individuals working as described above shall not be bargaining unit members with the following understanding: 'No bargaining unit position shall be eliminated or bargaining unit member have their position reduced because such individuals are working at the Library.'

The term "Librarians" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Library" shall include its officers and agents.

Section B - The Library agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement. The Association and/or the employees shall not engage in nor encourage a strike against the Library during the life of this Agreement.

Section C - Any librarian who is a member of the Association, or who has applied for membership, may sign and deliver to the Library an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Library shall deduct equal payments of such dues from the first regular salary check of the librarian and each paycheck thereafter.

Section D - With respect to all sums deducted by the Library pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Library agrees promptly to remit to the Association such fees. The Association agrees to furnish any information needed by the Library to fulfill the provisions of this Article, and not otherwise available to the Library.

Section E - Upon appropriate written authorization from the librarian, the Library shall deduct from the salary of any librarian and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, the MESSA/MEA financial services options currently available on the application blank, or any other plans or programs designated by the Board.

Section F - The Library shall make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Library:

1. Credit Union
2. Tax-sheltered Annuities
3. Supplemental Life Insurance Opportunities available in the Library
4. United Way

ARTICLE 2 – RULES AND REGULATIONS

Section A - Nothing in this Agreement will be construed to limit the Library or its representative from establishing and implementing such reasonable rules and regulations as may be deemed best for the purpose of maintaining order, safety and efficient operation of the Library. Such rules and regulations shall not be in conflict with this Agreement.

ARTICLE 3 – PROFESSIONAL NEGOTIATIONS

Section A - The Library agrees to furnish to the Association, in response to reasonable requests without placing undue hardship upon the Administration, available information concerning the financial resources of the Library, tentative budgetary requirements and allocations and such other information which may be necessary for the Association to process any grievance and to prepare for negotiations.

Section B - The Library will make no changes in rate of pay, wages, or hours of employment of any librarian without negotiating with the Association.

Section C - This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section D – Provided that either party determines to bargain a successor agreement, such party shall provide notice to the other beginning not later than March 15 of the year this Agreement expires. The Association and the Library will agree to begin negotiations of a successor agreement as soon as possible after providing and receiving notice.

ARTICLE 4 – ASSOCIATION AND EMPLOYEE RIGHTS

Section A - The Library hereby agrees that every employee of the Library shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, disability, marital status, sexual orientation, height, weight, genetic information, veteran status, membership in, or association with, activities of any employee organization, or any other legally protected status. The Association agrees to abide by the Library's policies and procedures unless construed to deny or restrict employee rights under applicable Michigan or federal laws and regulations.

Section B - Whenever an administrator conducts a conference with an employee to discuss a matter which will result in the discipline or adverse evaluation of the employee, the employee shall be given the opportunity to have present at such conference the Association representative of the employee's choice as long as such choice does not lead to an unreasonable delay in the disciplinary process.

Section C - No employee shall be disciplined or discharged without just cause.

Section D - Each employee shall be given a copy of these Articles of Agreement, written notification of assignment, job description, fringe benefit package, notice of placement on the levels of classification chart, pay, hours and name of immediate administrator.

ARTICLE 5 – LIBRARY RIGHTS

Section A - The Library on its own behalf and on the behalf of the patrons of the Library hereby retains and reserves unto itself, unless otherwise limited by this agreement, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and the United States, including but without limiting the generality of the foregoing: the management and control of Library properties, facilities, programs, methods of delivery of library services, materials used, the selection of material, and the direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

Section B – The Library reserves the right to use outside contractors for bargaining unit work for a period no longer than ninety (90) days in a calendar year if such use will provide a more efficient delivery of services and will not result in the loss of working hours to bargaining unit members. The parties agree, however, that the Director, Deputy Director and those Department Heads not by definition part of the bargaining unit shall be allowed to do work which may be similar to those members of the bargaining unit providing it does not take the place of hiring an additional librarian.

Section C – The Library reserves the right to create and draw from a substitute librarian pool.

ARTICLE 6 – EMPLOYMENT

Section A – Placement of new employees on the salary schedule shall be determined by the Administration.

Section B - Probation Period:

1. Upon initial employment, employees shall be designated as probationary employees for a period of ninety (90) work days. Such probationary period

shall serve the purpose of determining the employee's work skills and performance.

2. Probationary employees shall be granted full rights, privileges and benefits under this Agreement, except the right to grieve their discharge and discipline.
3. A probationary employee who has successfully completed the probationary period shall receive permanent appointment. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.
4. The probationary period of an employee may be extended for a period not to exceed an additional ninety (90) days provided the Library has given prior notification of such desire to extend to the employee.

Section C - Employees shall give two (2) weeks' notice prior to terminating. Unless otherwise approved in advance by the Library, employees cannot use paid time off (PTO) during their two (2) weeks' notice period, except in the case of a documented medical situation. Any employee terminating employment without notice as stated above shall forfeit any and all vacation credit and other benefits.

ARTICLE 7 – VACANCIES AND TRANSFERS

Section A - Once a vacancy is declared, then it shall be posted internally and externally simultaneously for a minimum period of ten (10) calendar days. Said posting shall contain the following information:

- (a) Type of work
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements

Section B - The Library is responsible for employing the best available person for any position. For both newly created and vacant bargaining unit positions, the Library agrees to first interview and give preference to librarians who are currently employed by the Library who meet the qualifications listed in the posted position.

Section C - Transfers within the Library will be made by the Administration. All employees may be required to become familiar with and be trained in other positions.

ARTICLE 8 – LAYOFF AND RECALL

Section A - It is the intent of the parties to lay off and recall in a manner which preserves employment for the most senior employees, i.e., the least senior employee shall be laid off first and the most senior employee shall be recalled first.

Section B - Reference assistants (adult hourly positions) will be laid off in advance of any reduction in bargaining unit members.

Section C - Seniority shall be defined as total length of unbroken service to the Willard Public Library and shall be designated by the most recent date of hire.

The Library Director shall prepare a seniority list of employees and deliver the list to the Michigan Education Association Representative upon request. Should two (2) or more employees have the same seniority date the employee with the earliest birthdate of the calendar year will be considered the most senior.

Section D - Employees and the Association shall be given sixty (60) days of advance notice of layoff.

Section E - In the event that this Library shall be combined with one or more libraries, the Library will continue to recognize the Association and will continue employment of its librarians in such consolidated library as long as the Association remains the representative body, and to the extent allowed by law.

ARTICLE 9 – WORK SCHEDULE

Section A - Employees shall work the schedule assigned by the Director or their designee. The days and hours the Library is open for service are scheduled by the Director. If an employee calls in sick on a Saturday, they will be reassigned Saturday will be at least six (6) months from the current month of call in.

Section B - The standard work schedule for full-time employees shall be forty (40) hours; five (5) days per week. An employee may work up to forty-five (45) hours per week as needed.

Section C - Employees shall have a fully duty free lunch period of at least thirty (30) minutes.

Section D - If a decision is made to open the Library for additional hours, the Administration will meet and confer with the representatives of the Association in order to ascertain a fair, reasonable, and equitable plan of implementation.

Section E – Sundays will be paid at time and one half.

ARTICLE 10 – LEAVE OF ABSENCE WITH PAY

Section A - Each employee covered by this Agreement shall be allowed one (1) day of sick leave allowance for each month one receives pay in their regular position. Unused sick leave allowance shall accumulate to a maximum of ninety (90) days and be designated as “accumulated sick leave allowance.”

Section B - Employees requesting a leave of absence due to illness or maternity must use the benefits accrued under the sick leave policy concurrently with any available FMLA time, if applicable. An employee returning to work for less than their regular hours may elect to use available sick leave equal to their regular pay. The reduced work schedule shall be dependent upon a doctor’s written statement.

Section C - When an employee is unable to report to work for any reason, they must notify the Library as soon as possible using the Library's scheduling software entering the reason for the absence. Failure to provide proper notification will result in a loss of pay.

Section D - Sick leave may be allowed for absences due to the illness of qualifying family members that require care from the employee. Qualifying family members are interpreted to include any of the following, whether the relationship is formed by birth, marriage or adoption: spouse, father, mother, sister, brother, son, daughter, grandparents and grandchildren.

Section E - The Library will continue to pay insurance premiums while an employee is being reimbursed for sick leave.

Section F - Employees whose date of hire for seniority purposes is before March 1, 1994 shall be entitled to a payout of up to ninety (90) days of unused sick leave after ten (10) years of continuous service at their last rate of pay. Employees whose date of hire for seniority purposes is after March 1, 1994, who retire after ten (10) years

of continuous service shall be entitled to a payout of up to forty five (45) days of unused sick leave at their last rate of pay.

Section G - A total of three (3) days of absence will be allowed for each death in the qualifying family (as defined under Section D) to enable the employee to make arrangements for and attend the funeral. If additional days are needed, the employee may use time from their sick leave bank.

Section H - From one to three (1-3) days of other time per year with pay may be used for absences necessitated by circumstances that are of a nature that cannot be attended to outside the normal work day by anyone other than the employee if requested in writing and approved in advance by the Director. Should the urgency of the leave be of such a nature that an advance request in writing is not practical, the employee shall contact the Director or their designee by phone or in person to get a decision prior to the absence.

Section I - Employees required to serve jury duty shall experience no deduction in regular pay, sick leave, or vacation accumulation. Prior notice is required.

Section J - Employees may not engage in outside employment that is inconsistent with the employee's use of sick time, or FMLA leave.

ARTICLE 11 – LEAVE OF ABSENCE WITHOUT PAY

Section A - Leaves of absence for reasonable periods (without pay) may be granted by the Director or their designee.

Section B - An employee may request a maternity/paternity leave (without pay) by submitting a written request to the Library Director. The leave is to commence not later than one (1) year after the date of birth or adoption of the employee's child.

This request shall contain the date on which the employee wishes the maternity/paternity leave to begin. A maternity/paternity leave may be for a period of up to one (1) year. If the leave is taken in connection with a pregnancy-related serious health condition, said employee must submit a written statement from a licensed physician indicating the employee is capable of returning to work. Any leave approved under this Section must be taken concurrently with FMLA leave, if available.

Section C - That portion of leave taken by an employee because of a medical disability connected with or resulting from illness or maternity must be charged to

that employee's available paid time off if the balance exceeds ten (10) days. The employee may reserve up to ten (10) sick days that do not have to be used concurrently with leave taken pursuant to this section.

ARTICLE 12 – GRIEVANCE RESOLUTION PROCEDURE

Section A - An employee or the Association who believes there is a basis for a complaint regarding employment shall first discuss the matter with the immediate supervisor within seven (7) calendar days of the event that has given rise to the complaint.

Section B - If the matter is not resolved informally, the employee or the Association may submit their complaint in writing, using the form attached as Appendix B, to the immediate supervisor within fourteen (14) calendar days of the informal conference. The supervisor shall meet with the employee or the Association in an effort to resolve the matter. The supervisor shall respond to the written complaint within fourteen (14) calendar days.

Section C - If the matter is not resolved at the department level, the employee or Association may, within fourteen (14) calendar days of the supervisor's response, submit their complaint in writing to the Deputy Director. The Deputy Director shall meet with the employee or Association within fourteen (14) calendar days in an effort to resolve the matter. Following such meeting, the Deputy Director shall respond in writing to the employee or Association within fourteen (14) calendar days of the meeting.

Section D - If the matter still remains unresolved, the employee or Association may, within fourteen (14) calendar days of the Deputy Director's response, advance the matter to the Library Director. The Director shall meet with the employee or Association within fourteen (14) calendar days. The Director shall respond in writing to the employee or Association within fourteen (14) calendar days of the meeting.

Section E - In the event the Library Director's decision is not acceptable, or if no decision is rendered, the Association may submit the grievance to advisory arbitration within thirty (30) calendar days. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the employer and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in the award.

The Arbitrator’s findings and award shall be reviewed by the Board of Trustees at its next regularly scheduled meeting following the receipt of said findings and award. The Board of Trustees will issue its decision as to whether or not the award will be implemented to the President of the Association no later than five (5) days from the date of the meeting at which the findings and award was reviewed.

Section F - Timelines for grievances may be extended upon mutual written consent of both parties.

Section G – The grievant(s) or Association, and their Union or Association representative, shall meet with the appropriate administrative staff for each step throughout the grievance process.

ARTICLE 13 – VACATION POLICY

Section A - All vacation will be granted at the convenience of the Library with the approval of the employee’s supervisor. Vacation is credited yearly on the anniversary date of hire. Up to fifty percent (50%) of vacation which would become available on the employee’s anniversary date can be borrowed during the first year at the discretion of the supervisor. Part-time employees' vacation will be pro-rated. Employees hired prior to February 1, 2019 are credited with twenty (20) days’ vacation yearly.

Schedule of vacation days for employees hired on or after July 1, 2019.

Year	Accrue	Available
During year one:	10	0 *Employee may borrow up to fifty percent (50%) from year two at the discretion of the supervisor.
Beginning year two:	15	10
Beginning year three through year six:	15	15
Beginning year seven:	20	15
Beginning year eight and thereafter:	20	20

Vacation must be taken by the end of the year following the year in which it is earned; three (3) days of vacation may be carried over past the anniversary date of hire.

ARTICLE 14 – HOLIDAYS

Section A - The following days shall be paid holidays for bargaining unit members:

- | | |
|-------------------------|-------------------------|
| -New Year's Day | -Thanksgiving Day |
| -Martin Luther King Day | -Day after Thanksgiving |
| -Presidents' Day | -Christmas Eve |
| -Memorial Day | -Christmas Day |
| -Independence Day | -New Year's Eve |
| -Labor Day | |

In addition, employees will have three (3) floating holidays taken with prior approval of their immediate supervisor.

Section B – If an employee calls in due to illness or an emergency on a day adjacent to a holiday more than one (1) time per year, holiday pay will be forfeited unless the employee provides a doctor's note excusing the employee from work on those days.

ARTICLE 15 – COMPENSATION (See Appendix A)

ARTICLE 16 – DURATION OF AGREEMENT

Section A. This Agreement is the complete agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective on July 1, 2022, and will remain in effect through June 30, 2025.

WILLARD PUBLIC LIBRARY

WILLARD PUBLIC LIBRARY
LIBRARIANS' ASSOCIATION

Willard Library Director

MEA UniServ Director

Willard Library Board President

Willard Library Association President

LIBRARIAN
Appendix A

1. Insurance

Medical Benefits

The Association acknowledges that while the Library is a member of the Area Purchasing Agreement (APA), MESSA has been designated as the health insurance carrier. Open enrollment for health insurance provided through the APA is dictated by the terms of the plan.

The APA has been designated MESSA as the health insurance plan for its members, including the Library. Benefits under the MESSA plan are described in the MESSA Summary Plan Description.

It is understood that the APA may make changes to the MESSA plans offered starting January 1 of each subsequent year.

For Full Time members who elect MESSA, the Library will provide the following for a 12-month period beginning January 1 for each Full-Time member and the member's family. The Library shall pay 80% of the total cost of the MESSA health premium. Each employee electing MESSA will pay 20% of the employee's annual health premium for the coverage selected.

For Part Time members who elect MESSA, the Library will provide the following of a 12-month period beginning January 1 for each Part Time member and Part Time member's family. The Library shall pay 80% of the total cost of the MESSA health insurance premium adjusted for the Part Time member's FTE equivalence and the Part Time member will pay the remainder of the premium for the coverage selected. For the purpose of clarity, if an employee who is regularly scheduled to work less than full time will pay an amount equal to the full health insurance premium cost times their FTE pro-ration, plus 20% of the premium cost (ie., if the full premium is \$22,000, a 0.05 FTE would pay $((\$22,000 \text{ health premium} \times 20\% \text{ employee responsibility} = \$4,000) + (\$22,000 \text{ health premium} \times 0,5 \text{ FTE} = \$11,000)) = \$15,400$)

For newly hired Full Time members and Part Time members, health insurance coverage will become available immediately upon their date of hire. For Full or Part Time members who terminate their employment with the Library, Library-

paid health insurance coverage will terminate on the last day of the month which includes the member's date of termination.

Ancillary Benefits

All Full Time and Part Time members will receive the following Ancillary Benefits provided paid 100% by the Library through MESSA listed below.

Vision:	VSP3G
Dental:	Delta Dental 80/80/80 - \$1,000 Annual Maximum Orthodontics 80% - \$1,500 Lifetime Maximum
Negotiated Life, AD&D:	\$25,000
Group Life:	\$25,000 The policy doubles in case of accidental death, and triples in case of death with a commercial carrier.
Long Term Disability (LTD):	66 2/3rds Pay with \$5,000 Maximum. Waiting Period: 90 Calendar Days with Modified Fill.

2. Tax Deferred Annuities

The Library will sponsor up to three Tax Deferred Annuity Plans with the employee paying the full cost over and above overhead of operation by the Library, or the third party provider (TPA).

3. Retirement

The Library agrees to pay the employer's contribution to the Michigan Public School Employees Retirement System for all bargaining unit members hired before March 1, 1994; and to the Municipal Employees Retirement Fund for all employees hired after March 1, 1994. (MERS employees are in a plan with 1.7% FAC.)

4. Travel

In the event it is necessary for any librarian to travel outside the county in pursuance of assigned library duties which have been authorized in writing by the administration, the Library will pay all registration fees. The cost of meals will be calculated using the following rates.

<u>In State Travel</u>		<u>Out of State Travel</u>	
Breakfast	\$12	Breakfast	\$17
Lunch	\$13	Lunch	\$18
Dinner	\$24	Dinner	\$34

Where the cost of a meal is included in the registration fee there will be no additional reimbursement for that meal(s).

When librarians are traveling overnight on an assignment connected with Willard Library, hotel/lodging bills are 100% reimbursable. Whenever possible, the librarian should opt for the conference hotel or other comparable lodging. Hotel bills must be filed with detailed expense accounts.

Mileage shall be reimbursed to the driver of an automobile at the current IRS mileage reimbursement rate. Transportation expense will be reimbursed for the least expensive carrier. Where two or more librarians are attending the same meeting, car mileage will be allowed on only one (1) car unless there are unusual circumstances in the judgment of the administration. The Library reserves the right to pay round-trip tourist air fare or round-trip railway coach fare in lieu of automobile mileage.

Employees may request the per diem rate for meals in advance of travel.

5. Salary

The salary schedule for Librarians is set forth below. Part-time Librarians shall receive a pro-rated salary based on the amount of time they work and the salary listed in the Schedule.

Paydays will continue to be issued on a twenty-six (26) pay basis each year of this Agreement. When a payday falls on a holiday, the checks will be issued a day early. Should the fiscal agent for the Library change, the scheduled paydays may also change, with as much advance notice as possible provided to the employees.

The Librarian's Group agrees to up to forty (40) hours of Librarian Assistants as "hourly personnel."

The following Pay Scale will take effect the first day of July after ratification of the contract by both the Library and the Association. This pay scale will remain in effect through the 2023-2025 fiscal year.

2022 - 2025	
STEP	SALARY
1	\$ 42,972
2	\$ 45,972
3	\$ 48,972
4	\$ 51,092
5	\$ 54,431
6	\$ 57,770
7	\$ 61,122
8	\$ 64,772
9	\$ 68,143
10	\$ 69,868
11	\$ 71,491
12	\$ 73,400
13	\$ 75,209
14	\$ 76,713
15	\$ 78,586
16	\$ 81,959

Upon completion of the top step librarians will receive a \$1,000 annual stipend to be paid on the last pay period of the fiscal year. If a librarian's employment ends prior to June 30th, the stipend will be pro-rated, and included in their last pay.

Librarians holding an MLS or MLIS degree will receive a \$500 annual stipend to be paid on the last pay period of the fiscal year. If a librarian’s employment ends prior to June 30th, the stipend will be pro-rated, and included in their last pay.

Eligible librarians progressing on the pay scale above will receive a one percent (1%) off-step inflation stipend to be paid on the first pay period of the new fiscal year. Librarians beyond step 17 are not eligible for this compensation. On-Scale eligibility is determined using the criteria set forth below.

FISCAL YEAR	CRITERIA The increase of the total compensation from the previous fiscal year is less than:	INCREASE ON BASE SALARY Beginning July 1 of new Fiscal Year
2022-2023	5%	1%
2023-2024	3%	1%
2024-2025	3%	1%

Appendix B

**Willard Public Library – Librarians' Association
Grievance Form**

Grievance No.: _____

Union: _____

Name _____ Job Title _____ Date _____

Department _____ Supervisor: _____

When did Grievance occur (date): _____ Time: _____

Grievance reported by: _____

Contract Provision Violated: _____

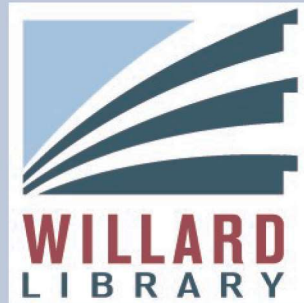
Nature of Complaint: _____

Remedy Requested: _____

Signature: _____ Date: _____

NOTES

PROPOSED



Proposed Contract between
Willard Public Library
And the
Support Staff Association

Ratified :
February 4, 2022

AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
SUPPORT PERSONNEL ASSOCIATION**

July 1, 2022 - June 30, 2025

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AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
SUPPORT PERSONNEL ASSOCIATION**

This Agreement entered into between the Willard Public Library, hereinafter referred to as the “Library,” and the Willard Public Library Support Personnel Association, affiliated with MEA - NEA, hereinafter referred to as the “Association.”

ARTICLE 1 – RECOGNITION

Section A - The Library hereby recognizes the Association as the exclusive bargaining agent for all full and part-time support staff employed on a regular basis with the following exclusions:

1. Administrative Assistants
2. Student Assistants
3. Adult hourly personnel
4. Maintenance personnel

Section B - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.

Section C - Any individual contract between the Library and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section D - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent

permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision is found contrary to law, such provision shall be subject to renegotiation between the parties.

Section E - Whenever the term “employee” is used it shall be those included as set forth in Article I, Section A.

ARTICLE 2 – RULES AND REGULATIONS

Section A - Nothing in this Agreement will be construed to limit the Library or its representative from establishing and implementing such reasonable rules and regulations as may be deemed best for the purpose of maintaining order, safety and efficient operation of the Library. Such rules and regulations shall not be in conflict with this Agreement.

ARTICLE 3 – ASSOCIATION AND EMPLOYEE RIGHTS

Section A - Employees shall be entitled to full rights of citizenship, and no off-site religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee.

Section B - The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, disability, height, weight, sexual orientation, marital status, genetic information, veteran status, membership in, or association with, activities of any employee organization, or any other legally protected status.

Section C - No non-probationary employee shall be disciplined or discharged without just cause.

Section D - All employees who chose to join the Association shall sign and deliver to the Library an assignment authorizing deduction of membership dues and assessments of the Association, and such authorization shall continue in effect from year to year.

The Library agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

Authorized deduction of membership dues shall be made from each paycheck each month for twenty six (26) pay periods. The Library agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of members from whom the deductions have been made.

The Library shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Library.

1. Credit Union
2. Tax-sheltered Annuities
3. Supplemental Life Insurance Opportunities available in the District
4. United Way

Section E - No employee shall be disciplined, reprimanded, reduced, or discharged without just cause. Any such action shall be done privately and the member shall be entitled to Association representation. The employee shall be informed of the reason for disciplinary action and shall be provided any documentation used as a basis for the action. A grievance which concerns discharge or disciplinary action may be initiated at one step higher than the person issuing the discharge or discipline.

ARTICLE 4 – LIBRARY RIGHTS

Section A - The Library on its own behalf and on behalf of the patrons of the Library hereby retains and reserves unto itself, unless otherwise limited by this Agreement, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and the United States, including but without limiting the generality of the foregoing: the management and control of Library properties, facilities, programs, methods of delivery of library services, materials used, the selection of material, and the direction, transfer, promotion or demotion, discipline or dismissal of all employees.

Section B - The Library has the right to use volunteers, non-library employees and outside agencies. The duties and responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by this Agreement.

ARTICLE 5 – JOB PLACEMENT

Section A - At the time of employment each member shall be given a copy of the Master Agreement by the employer, and a placement letter indicating current location, salary, current hours, and name of immediate supervisor.

Section B - There shall be three categories of employees. They shall be:

1. Full Time: An employee assigned to a 40 hour per week position.
2. Part Time: An employee assigned to a 20 hour, 24 hour, or 30 hour per week position.
3. Probationary: A new employee, who is assigned to a full or part-time position for a probation period of ninety (90) work days will not be placed higher than Step 1. Employees will be eligible to move to Step 2 the first July 1 immediately after concluding their probationary period.

Section C - A position-classification inventory which includes position, person(s) in position, department and status (full time or part time [20, 24, or 30 hours]), will be posted on the staff intranet for employees to access at any time.

Persons working 20, 24, or 30 hours will have their benefits pro-rated based upon their assigned status. Should an employee work less than the assigned time, benefits will not be diminished. Should an employee, with supervisor approval, work ten percent (10%) or more over their assigned status category, for fifteen (15) days within a thirty (30) day period, they shall be moved to the next higher category for the next thirty (30) days.

Section D - The Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharge and discipline.

Section E - Probation Period

1. Upon initial employment, employees shall be designated as probationary employees for a period of ninety (90) work days. Such probationary period

shall serve the purpose of determining the employee's work skills and performance.

2. Probationary employees shall be granted full rights, privileges and benefits under this Agreement, except the right to grieve their discharge and discipline.
3. A probationary employee who has successfully completed their probationary period shall receive permanent appointment. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period. The employee will be notified that they have successfully completed probation.
4. The probationary period of an employee may be extended for a period not to exceed an additional ninety (90) work days provided the Library has given prior notification of such desire to extend to the employee. The employee will be notified prior to any extension of probation.

Section F - Employees shall give two (2) weeks' notice prior to terminating. Unless otherwise approved in advance by the Library, employees cannot use paid time off during their two (2) weeks' notice period, except in the case of a documented medical situation. Any employee terminating employment without notice as stated above shall forfeit any and all vacation credit and other benefits.

ARTICLE 6 – WORK SCHEDULE

Section A - Employees shall work the schedule assigned by their immediate administrator or department head, who shall make all reasonable attempts to schedule weekend assignments on an equitable basis.

If an employee calls in on a Saturday, their reassigned Saturday will be at least six (6) months from the current month of call in.

Section B - The standard work schedule for full-time employees shall be forty (40) hours; five (5) days per week. Employees shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon with a fully duty-free lunch period.

Section C - Employees shall normally elect to take compensatory time off in lieu of paid overtime. However, no employee shall be required to use compensatory time. Employees electing to be paid for overtime shall receive time and one-half for over

forty (40) hours in one (1) week. Employees shall only be required to work over eight (8) hours in one day, exclusive of their lunch period, upon mutual agreement by the employee and the Library.

ARTICLE 7 – VACANCIES AND TRANSFERS

Section A - Once a vacancy is declared in the unit, then it shall be posted simultaneously for a period of seven (7) calendar days. Said posting shall contain the following information:

- (a) Type of work
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements

Section B - The Library is responsible for employing the best available person for any position. For both newly created and vacant positions, the Library agrees to first interview bargaining unit employees who are currently employed by the Library and apply within the time period set out in Section A. Both newly created positions and vacant positions will be first offered to the most senior qualified applicant. Part-time employees wishing to become full time may bid on any posted positions to increase their hours up to full time, provided that the Library shall allow such an increase based on the Library's best interest.

Section C - The parties agree that unrequested transfers of employees will be avoided; however, when it is in the best interests of the Library such unrequested transfers may be made by the Director or their designee. In such instances, the Administration shall consult with the affected employee and the Association prior to making the decision on involuntary transfers. Official notification of transfer shall be given to the affected employee, and shall come from the Library office. Such notification shall occur at least ten (10) working days prior to the affected date of the transfer. If the affected employee believes that the unrequested transfer is not in the best interests of the Library, they may utilize the grievance procedure in this Agreement.

ARTICLE 8 – LAYOFF AND RECALL

Section A – It is the intent of the parties to lay off and recall in a manner which preserves employment for the most senior employees.

Section B – The Library shall maintain an updated seniority list of employees and post it on the staff intranet for employees to access at any time. Seniority dates which are the same for two or more employees shall be broken by drawing conducted by the Association with notice provided to the Library no later than ten (10) calendar days from the employees' start date. The Library shall notify the Association of the need for a drawing when the employees are hired. Seniority shall be defined as total length of unbroken service to the Willard Public Library and shall be designated by the most recent date of hire.

Section C - Employees shall be recalled in reverse order of reduction for vacancies and/or new positions.

ARTICLE 9 – LEAVE OF ABSENCE WITH PAY

Section A - Each employee covered by this Agreement shall be allowed one (1) day of sick leave allowance for each month one receives pay in their regular position. Unused sick leave allowance shall accumulate to a maximum of ninety (90) days and be designated as “accumulated sick leave allowance.”

Section B – Employees requesting a leave of absence due to illness or maternity must use the benefits accrued under the sick leave policy concurrently with any available unpaid FMLA time. An employee returning to work for less than their regular hours may elect to use available sick leave equal to their regular pay. The reduced work schedule shall be dependent upon a doctor’s written statement.

Section C - When an employee is unable to report to work for any reason, they must notify the Library as soon as possible using the Library's scheduling software entering the reason for the absence. Failure to provide proper notification will result in loss of pay.

Section D - Sick leave may be allowed for absences due to the illness of members of the immediate family that require care from the employee. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, step-parents and step-children.

Section E - The Library will continue to pay insurance premiums while an employee is being reimbursed for sick leave.

Section F - Employees whose date of hire for seniority purposes is before March 1, 1994 shall be entitled to a payout of up to forty five (45) days of unused sick leave upon retirement after ten (10) years of continuous service and up to ninety (90) days of unused sick leave after fifteen (15) years of continuous service at their last rate of pay. Employees whose date of hire for seniority purposes is after March 1, 1994, who retire after ten (10) years of continuous service shall be entitled to a payout of up to forty five (45) days of unused sick leave at their last rate of pay.

Section G - A total of five (5) days of bereavement time will be allowed for the death of an immediate family member, as defined in Section D, to enable the employee to make arrangements for and attend the funeral. Employees may be allowed up to three (3) days from any available paid time off for bereavement of anyone who is not defined in Section D as an immediate family member.

Section H - One to three (1-3) days of other time per year with pay may be used for absences necessitated by circumstances that are of a nature that cannot be attended to outside the normal work day if requested in writing and approved in advance by the Director or their designee.

Should the urgency of the leave be such a nature that an advance request in writing is not practical, the employee shall contact their supervisor by phone or in person to get a decision prior to the absence.

Section I - Employees required to serve jury duty shall experience no deduction in regular pay, sick leave or vacation accumulation. Prior notice is required.

Section J – Employees may not engage in outside employment that is inconsistent with the employee’s use of sick time, or FMLA leave.

ARTICLE 10 – LEAVE OF ABSENCE WITHOUT PAY

Section A - Leaves of absence for reasonable periods (without pay) may be granted by the Director or their designee.

Section B - An employee may request a maternity/paternity leave (without pay) by submitting a written request to the Library Director. The leave is to commence not later than one (1) year after the date of birth or adoption of the employee's child. This request shall contain the date on which the employee wishes the leave to begin. Leave may be for a period of up to one (1) year. If the leave is taken in connection with a pregnancy-related serious health condition, said employee must submit a written statement from a licensed physician indicating the employee is fit to return to work. Any leave approved under this Section must be taken concurrently with FMLA leave, if available.

Section C - That portion of leave taken by an employee due to illness or maternity must be charged to that employee's available sick leave paid time off in excess of ten (10) days. The employee may reserve up to ten (10) sick days that do not need to be used concurrently with leave taken pursuant to this section.

ARTICLE 11 – GRIEVANCE RESOLUTION PROCEDURE

Section A - An employee or the Association who believes there is a basis for a complaint regarding their employment shall first discuss the matter with their immediate supervisor within seven (7) calendar days of the event that gave rise to the complaint.

Section B - If the matter is not resolved informally, the employee and/or the Association may submit a complaint in writing, using the form attached as Appendix B, to the immediate supervisor within fourteen (14) calendar days of the informal conference. The supervisor shall meet with the employee and/or the Association within fourteen (14) calendar days in an effort to resolve the matter. Following such meeting, the supervisor shall respond in writing to the written complaint within fourteen (14) calendar days.

Section C - If the matter is not resolved at the department level, the employee and/or the Association may, within fourteen (14) calendar days of the supervisor's response, submit the complaint in writing to the Deputy Director. The Deputy Director shall meet with the employee and/or the Association within fourteen (14) calendar days in an effort to resolve the matter. Following such meeting, the Deputy Director shall respond in writing to the written complaint within fourteen (14) calendar days.

Section D - If the matter still remains unresolved, the employee and/or the Association may, within fourteen (14) calendar days of the Deputy Director's

response, advance the matter to the Library Director. The Director shall meet with the employee and/or the Association within fourteen (14) calendar days in an effort to resolve the matter. Following such meeting, the Director shall respond in writing to the employee and/or the Association within fourteen (14) calendar days.

Section E - In the event the Library Director's decision is not acceptable, or if no decision is rendered, the Association may submit the grievance to advisory arbitration within thirty (30) calendar days. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the employer and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in the award.

The Arbitrator's findings and award shall be reviewed by the Board of Trustees at its next regularly scheduled meeting following the receipt of said findings and award. The Board of Trustees will issue its decision as to whether or not the award will be implemented to the President of the Association no later than five (5) days from the date of the meeting at which the findings and award were reviewed.

Section F - Timelines for grievances may be extended upon mutual written consent of both parties.

ARTICLE 12 – NEGOTIATIONS PROCEDURE

Section A - Provided that either party determines to bargain a successor agreement, beginning not later than March 15 of the year this Agreement expires, the Association and the Library agree to begin negotiations of a successor agreement.

Section B - This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

Section C - The employer will not aid, promote or finance any group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association. The Association and/or the employees shall not engage in nor encourage a strike against the Library during the life of this Agreement.

ARTICLE 13 – VACATION POLICY

Section A - All vacation will be granted at the convenience of the Library with the approval of the employee's supervisor. Vacation is credited yearly on the anniversary date of hire (except for those employees whose vacation anniversary date was set in 1983). Up to fifty percent (50%) of vacation which would become available on the employee's anniversary date can be borrowed during the first year at the discretion of the Director. Part-time employees' vacation will be pro-rated.

Schedule of Vacation Days:

YEAR	ACCRUE	AVAILABLE
During year one:	10	*Employee may borrow up to fifty percent (50%) from year two at the discretion of the supervisor.
Beginning year two through the end of year five:	10	10
Beginning year six:	15	10
Beginning year seven through end of year eleven:	15	15
Beginning year twelve:	20	15
Beginning year thirteen and thereafter:	20	20

Vacation must be taken by the end of the year following the year in which it is earned. Three (3) days of vacation may be carried over past the anniversary date of hire.

ARTICLE 14 – HOLIDAYS

Section A - The following days shall be paid holidays for bargaining unit members:

- New Year's Day
- Martin Luther King Day
- Thanksgiving Day
- Day After Thanksgiving

- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, employees will have three (3) floating holidays, taken with prior approval of their immediate supervisor.

Section B – Holiday pay is forfeited if an employee calls in sick on the employee's scheduled work day before or after a holiday, unless the employee provides a doctor's note excusing the employee from work on those days.

ARTICLE 15 – SENIORITY

Support personnel will accumulate one year of service to the Library for every calendar year worked regardless of full or part time status. Employees on unpaid leave exceeding twelve (12) weeks, or are on Long Term Disability whose employment status is inactive will lose that period of time toward seniority unless the Library chooses to grant this time. The Library will maintain and share a Seniority list with the Association.

Upon ten (10) years of seniority, and through year nineteen (19) employees will earn a longevity bonus of \$1,000 to be paid during the first full pay period of December. Eligible employees must be employed at the time of the bonus payment in order to receive it.

Upon twenty (20) years of seniority and beyond employees will earn a longevity bonus of \$1,500 to be paid during the first full pay period of December. Eligible employees must be employed at the time of the bonus payment in order to receive it.

ARTICLE 16 – COMPENSATION (See Appendix A.)

ARTICLE 17 – DURATION OF AGREEMENT; MANDATORY REOPENER

Section A. This Agreement is the complete agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement

shall become effective on July 1, 2022 and will remain in effect through June 30, 2025.

Section B. Notwithstanding Article 17(A) this Agreement will reopen no earlier than January 1, 2024, but prior to the 2024-2025 fiscal year for the limited purpose of negotiating Appendix A, Section 2 – Retirement, and Article 16 - Compensation. All other provisions of this Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated. Subjects or disputes arising from or pursuant to any reopener negotiations shall not be subject to the grievance and arbitration procedure provisions set forth in this Agreement.

WILLARD PUBLIC LIBRARY

WILLARD PUBLIC LIBRARY
SUPPORT PERSONNEL ASSOC.

Willard Library Director

MEA UniServ Director

Willard Library Board President

Willard Library Association President

SUPPORT PERSONNEL

Appendix A

1. Insurance

Medical Benefits

The Association acknowledges that while the Library is a member of the Area Purchasing Agreement (APA), MESSA has been designated as the health insurance carrier. Open enrollment for health insurance provided through the APA is dictated by the terms of the plan.

The APA has been designated MESSA as the health insurance plan for its members, including the Library. Benefits under the MESSA plan are described in the MESSA Summary Plan Description.

It is understood that the APA may make changes to the MESSA plans offered starting January 1 of each subsequent year.

For Full Time members who elect MESSA, the Library will provide the following for a 12-month period beginning January 1 for each Full-Time member and the member's family. The Library shall pay 80% of the total cost of the MESSA health premium. Each employee electing MESSA will pay 20% of the employee's annual health premium for the coverage selected.

For Part Time members who elect MESSA, the Library will provide the following of a 12-month period beginning January 1 for each Part Time member and Part Time member's family. The Library shall pay 80% of the total cost of the MESSA health insurance premium adjusted for the Part Time member's FTE equivalence and the Part Time member will pay the remainder of the premium for the coverage selected. For the purpose of clarity, if an employee who is regularly scheduled to work less than full time will pay an amount equal to the full health insurance premium cost times their FTE pro-ration, plus 20% of the premium cost (ie., if the full premium is \$22,000, a 0.05 FTE would pay $((\$22,000 \text{ health premium} \times 20\% \text{ employee responsibility} = \$4,000) + (\$22,000 \text{ health premium} \times 0,5 \text{ FTE} = \$11,000)) = \$15,400$)

For newly hired Full Time members and Part Time members, health insurance coverage will become available immediately upon their date of hire. For Full or

Part Time members who terminate their employment with the Library, Library-paid health insurance coverage will terminate on the last day of the month which includes the member's date of termination.

Ancillary Benefits

All Full Time and Part Time members will receive the following Ancillary Benefits provided paid 100% by the Library through MESSA listed below.

Vision:	VSP3G
Dental:	Delta Dental 80/80/80 - \$1,000 Annual Maximum Orthodontics 80% - \$1,500 Lifetime Maximum
Negotiated Life, AD&D:	\$25,000
Group Life:	\$25,000 The policy doubles in case of accidental death, and triples in case of death with a commercial carrier.
Long Term Disability (LTD):	66 2/3rds Pay with \$5,000 Maximum. Waiting Period: 90 Calendar Days with Modified Fill.

2. Retirement

The Library agrees to pay the employer's contribution to the Michigan Public School Employees Retirement System for all bargaining unit members hired before March 1, 1994; and to the Municipal Employees Retirement Fund for all employees hired after March 1, 1994. (MERS employees are in a plan with 1.7% FAC.)

3. Tax Deferred Annuities

The Library will sponsor up to three Tax Deferred Annuity Plans with the employee paying the full cost over and above overhead of operation by the Library, or the third party provider (TPA).

4. Support Staff

The Support Personnel Association has agreed to have up to 20 hours of Support Staff as ‘hourly personnel.’

5. Salary

The following Pay Scale will take effect the first day of July after ratification of the contract by both the Library and the Association. This pay scale will remain in effect through the 2023-2024 fiscal year.

Employees currently on Step One of the old scale will be continue at Step One of the new scale until which time they would normally move to Step Two.

Step	Wage
1	\$ 16.03
2	\$ 16.80
3	\$ 17.50
4	\$ 18.42
5	\$ 19.25
6	\$ 20.07
7	\$ 20.95
8	\$ 21.85
9	\$ 22.80
10	\$ 23.51
11	\$ 24.48
12	\$ 24.95
13	\$ 25.40

Appendix B

**Willard Public Library – Support Personnel
Grievance Form**

Grievance No.: _____

Union: _____

Member Name _____ Job Title _____ Date _____

Department _____ Supervisor: _____

When did Grievance occur (date): _____ Time: _____

Date of Section A discussion: _____

Contract Provision Violated: _____

Nature of Complaint: _____

Remedy Requested: _____

Signature: _____ Date: _____

Disposition of Supervisor: _____

Supervisor Signature: _____ Date: _____

NOTES
