



Willard Library
Board of Trustees
Meeting Agenda
May 21, 2025
5:00 p.m.

Willard Library Programming Room, Second Floor

- | | | |
|-------|---|------------------|
| I. | Approval of Minutes * (pg. 1) | Michelle Herzing |
| II. | Public Comments | |
| III. | Financial Report | Kathy Domenico |
| | a. Approval of Expenditures * (pg. 3) | |
| | b. Battle Creek Community Foundation Quarterly Report (pg. 10) | |
| IV. | Approval of Public Hearing on the Proposed 2025/2026 Budget * (pg. 20) | Michelle Herzing |
| V. | Update to Policy Regarding Guest Responsibilities and Conduct: Face Coverings * | Michelle Herzing |
| VI. | Personnel Update (pg. 23) | Matt Willis |
| VII. | Director's Performance Review * (pg. 25) | Matt Willis |
| VIII. | Reports & Recommendations | Michelle Herzing |
| | a. Consideration of Entering Closed Session to Discuss Contract Negotiations * (pg. 27) | |
| | b. Approval of Contract Terms * | |
| IX. | Other Business | |
| X. | Comments by Trustees | |
| XI. | Adjourn | Michelle Herzing |

Action items indicated by an *

WILLARD PUBLIC LIBRARY BOARD OF TRUSTEES

April 16, 2025

Willard Library Programming Room, Second Floor

BOARD OF TRUSTEES

Michelle Herzing, Kathy Baker, Laura Williams

ADMINISTRATION

Director Matt Willis, Deputy Director April Dillinger, Director of Finance Kathy Domenico, Director of IT & Facilities Chad Osborn, Executive Administrative Assistant Kara Brooker

MINUTES

Michelle Herzing called the meeting to order at 5:00 p.m.

APPROVAL OF MINUTES

Laura Williams moved, with a second from Kathy Baker, to approve the minutes of the Board Meeting of March 19, 2025.

Motion approved 3 - 0

PUBLIC COMMENT

No public comment.

FINANCIAL REPORT

Kathy Domenico reviewed the financial report for March 2025. As of March 31, revenue totaled just over \$5.9 million. This is very similar to last year. Expenditures as of March 31, total just over \$4.9 million representing nearly 69% of the annual budget spent at 75% into the fiscal year. The Owen Endowment Fund has little activity besides interest. The Capital Improvement Fund reflects some expenditures for the Children's Room renovation.

Kathy Baker moved, with a second from Laura Williams, to approve the March 2025 expenditures as presented.

Motion approved 3 - 0

POLICY REGARDING USE OF ARTIFICIAL INTELLIGENCE (AI)

Kathy Baker moved, with support from Laura Williams, to approve the Policy Regarding Use of Artificial Intelligence (AI) as presented at the March meeting.

Laura Williams noted the rapid advancement of AI and emphasized the importance of monitoring how other libraries are developing policies and utilizing the technology. Matt Willis agreed, noting the policy will be updated as needed.

Motion approved 3 - 0

Matt Willis introduced a proposed Update to Policy Regarding Guest Responsibilities and Conduct: Face Coverings for review. Trustees will vote on the proposed revision at the May 2025 meeting.

REPORTS & RECOMMENDATIONS

April Dillinger presented the usage statistics for the third quarter of the 2024–2025 fiscal year. While checkouts of physical materials and usage of the Children's Room experienced a slight decline due to temporary closures for renovations, the Creative Space, new book checkouts, and Adult Literary Programs reported notable increases.

Matt Willis delivered the Director's Report, providing an update on the ongoing renovations and announcing an open house event in the Children's Room would be planned for May. He also presented a Negotiations Update, noting that both bargaining units will reconvene at the end of April and expect to reach an agreement soon.

Matt Willis gave highlights from recent adult programming including the 'Grow With Us' Campaign and the April 8 opening of the Seed Library.

April Dillinger announced that Staff Appreciation Week was April 6 – April 12, 2025 and was celebrated with a number of activities, including a staff training. Staff Appreciation celebration coincides with National Library week.

OTHER BUSINESS


None.

COMMENTS

Michelle Herzing shared feedback from a reciprocal borrower who expressed a preference for using Willard Library.

ADJOURNED

The meeting adjourned at 5:22 p.m.


KATHLEEN BAKER, Secretary
Willard Public Library Board of Trustees

WILLARD PUBLIC LIBRARY
 STATEMENT OF REVENUE AND EXPENDITURES
 REVENUE

April 2025

	BUDGET	2024/2025 YTD	% YTD	VARIANCE	2023/2024 YTD
Taxes	5,657,365	5,312,389	93.90%	344,976	5,131,633
Casino PILT Disbursement	150,000	0	0.00%	150,000	0
State Sources	478,000	440,522	92.16%	37,478	543,450
Penal Fines	100,000	58,449	58.45%	41,551	50,794
Fees and Book Fines	50,000	51,699	103.40%	-1,699	47,950
Local Contributions & Contracts	350,600	214,245	61.11%	136,355	207,168
Grant Funding	7,000	5,000	71.43%	2,000	0
Transfer to GF from Capital Projects	0	0	0.00%	0	0
Transfer to GF from Endowment	0	0	0.00%	0	0
TOTAL	6,792,965	6,082,304	89.54%	710,661	5,980,995

EXPENDITURES

	BUDGET	2024/2025 YTD	% YTD	VARIANCE	2023/2024 YTD
Total Expenditures	7,182,936	5,416,048	75.40%	1,766,888	5,095,847

REVENUE OVER EXPENDITURES

666,256

VARIANCES (+/-) Current in Bold

WILLARD PUBLIC LIBRARY
STATEMENT OF REVENUE AND EXPENDITURES

April 2025

EXPENDITURES	BUDGET	2024/2025 YTD	% YTD	VARIANCE	2023/2024 YTD
Capital Expenditures	659,465	360,963	54.74%	298,502	175,464
Program Svs-Av, Books & Periodicals	1,094,300	776,540	70.96%	317,760	689,002
Program Svs-Imagination Library	15,500	15,500	100.00%	0	15,500
Personnel	3,753,900	3,073,774	81.88%	680,126	3,065,939
Office Supplies	52,500	27,610	52.59%	24,890	35,837
Repairs & Maintenance Supplies	43,000	28,015	65.15%	14,985	28,074
Purchased Services	737,800	532,880	72.23%	204,920	517,543
Communications	129,000	95,321	73.89%	33,679	92,261
Insurance	26,621	26,621	100.00%	0	27,768
Public Utilities	133,600	78,689	58.90%	54,911	80,308
Repairs & Maintenance Services	254,200	200,134	78.73%	54,066	268,151
Other Expenses (SBIT's)	83,050	0	0.00%	83,050	0
Transfers to Capital Projects	200,000	200,000	100.00%	0	100,000
TOTAL	7,182,936	5,416,048	75.40%	1,766,888	5,095,847

VARIANCES (+/-) Current in Bold

WILLARD PUBLIC LIBRARY

SUMMARY OF DISBURSEMENTS APRIL 2025

GENERAL FUND DISBURSEMENTS

Expenditures by check	386,698.82
<i>ELECTRONIC PAYMENTS (ACH)</i>	
Net payroll transfer	117,666.10
FICA & Federal withholding tax	38,764.15
State withholding tax	6,087.28
Battle Creek City withholding tax	1,109.36
City of Springfield withholding tax	0.00
MERS Retirement System	26,167.64
MERS Pension Funding	0.00
MPSERS Retirement System	3,001.80
MPSERS UAAL RATE STABILIZATION	0.00
Michigan Unemployment	0.00
OMNI (403 (b) 3rd party administrator)	100.00
BASIC (125 Plan 3rd party administrator)	3355.59
MERS (Employee 457)	3,567.42
Friend of the Court	269.88
5th/3rd BANK (credit card)	9,462.08
Health Equity Employer Serv.	2,062.96
MESSA	54,629.17
Unum Life Insurance	568.83
Total Disbursements	653,511.08

**WILLARD PUBLIC LIBRARY CHECKS
APRIL 2025**

MONTHLY CHECK REGISTER

Check Number	Check Date	Vendor Name	Check Amount
055358	4/29/2025	ANTHONY H. WILLIAMS	(\$1,000.00)
055360	4/1/2025	ALLEGRA PRNT & IMAGING INC.	\$259.00
055361	4/1/2025	BARNES & NOBLE INC	\$633.56
055362	4/1/2025	COOK JACKSON CONTRACTORS INCORPORATED <i>Children's Renovation</i>	\$31,336.00
055363	4/1/2025	COURTESY LIMOUSINE INC	\$92.00
055364	4/1/2025	COLLABORATIVE SUMMER LIBRARY PROGRAM	\$759.34
055365	4/1/2025	D. L. GALLIVAN LLC	\$856.62
055366	4/1/2025	GHA TECHNOLOGIES INC DEPT #2090	\$366.66
055367	4/1/2025	H & H PAINTING CO INC <i>Children's Renovation</i>	\$3,696.00
055368	4/1/2025	CODY HOFFMAN DBA RELIABLE PROPERTY MAINTENANCE LLC	\$6,760.00
055369	4/1/2025	JULIE NILA JACKSON	\$150.00
055370	4/1/2025	JAMS MEDIA LLC DBA VIEW NEWSPAPER GROUP	\$330.00
055371	4/1/2025	KATHERINE AMANDA NICHOLS DBA PAININTHEARTBRAIN	\$300.00
055372	4/1/2025	OVERDRIVE INC	\$65.00
055373	4/1/2025	PLUMERIA BOTANICAL BOUTIQUE	\$800.00
055374	4/1/2025	JAKOTIS PITTMAN DBA J P COMMERCIAL AND INDUSTRIAL COATINGS	\$1,800.00
055375	4/1/2025	ROBERT POTTER	\$150.00
055376	4/1/2025	STATE OF MICHIGAN BUREAU OF CONSTRUCTION CODES	\$160.00
055377	4/1/2025	STAPLES INC STAPLES CONTRACT & COMMERCIAL LLC	\$96.70
055378	4/7/2025	CITY OF BATTLE CREEK CITY TREASURER	\$327.77
055379	4/7/2025	CINTAS CORPORATION NO. 2	\$470.22
055380	4/7/2025	ELITE COMPANIES LLC <i>Children's Renovation</i>	\$38,991.63
055381	4/7/2025	FLYERS ENERGY LLC	\$71.33
055382	4/7/2025	HI-TECH INTEGRATED TECHNOLOGIES	\$288.50
055383	4/7/2025	CODY HOFFMAN DBA RELIABLE PROPERTY MAINTENANCE LLC	\$2,950.00
055384	4/7/2025	INTERNATIONAL CODE COUNCIL INC	\$742.00
055385	4/7/2025	J & L ELECTRIC OF BATTLE CREEK INC	\$300.00
055386	4/7/2025	KNIGHTWATCH INC	\$363.00
055387	4/7/2025	SARA MCGARVEY DBA SARA EMERSON, SOPRANO	\$350.00
055388	4/7/2025	MISC STAFF REIMBURSEMENT <i>Travel - P.D.</i>	\$144.80
055389	4/7/2025	ROBERT POTTER	\$150.00

Check Number	Check Date	Vendor Name	Check Amount
055390	4/7/2025	ROSE PEST SOLUTIONS INC	\$132.00
055391	4/7/2025	R W LAPINE INC	\$500.00
055392	4/7/2025	BLUE OX CREDIT UNION ATTN: JENNA DOHERTY	\$631.20
055393	4/7/2025	SENTINEL TECHNOLOGIES INC	\$243.70
055394	4/14/2025	SEMCO ENERGY INC	\$509.17
055395	4/14/2025	BEVIN COHEN	\$500.00
055396	4/14/2025	EMERY-PRATT INC	\$406.72
055397	4/14/2025	CODY HOFFMAN DBA RELIABLE PROPERTY MAINTENANCE LLC	\$3,550.00
055398	4/14/2025	MIX HARDWARE	\$92.12
055399	4/14/2025	KATHERINE AMANDA NICHOLS DBA PAININTHEARTBRAIN	\$300.00
055400	4/14/2025	OVERDRIVE INC	\$4,500.24
055401	4/14/2025	PLUMERIA BOTANICAL BOUTIQUE <i>Custom Planters/Plants</i>	\$13,600.00
055402	4/14/2025	ROBERT POTTER	\$150.00
055403	4/14/2025	STAPLES INC STAPLES CONTRACT & COMMERCIAL LLC	\$1,287.28
055404	4/14/2025	SPECIALIZED LANUGAGE DEVELOPMENT CENTER DBA SLD READ	\$80.00
055405	4/14/2025	T-MOBILE USA INC	\$55.00
055406	4/14/2025	THOMSON REUTERS - WEST PAYMENT CENTER	\$81.09
055407	4/14/2025	BATTLE CREEK COMMUNITY FOUNDATION	\$432.50
055408	4/22/2025	SEMCO ENERGY INC	\$180.02
055409	4/22/2025	CINTAS CORPORATION NO. 2	\$339.12
055410	4/22/2025	FLYERS ENERGY LLC	\$51.08
055411	4/22/2025	GORDON FOOD SERVICE INC PAYMENT PROCESSING CT	\$349.99
055412	4/22/2025	CODY HOFFMAN DBA RELIABLE PROPERTY MAINTENANCE LLC	\$3,150.00
055413	4/22/2025	MODERNISTIC II, LLC	\$5,183.84
055414	4/22/2025	MACQUAIRE EQUIPMENT CAPITAL INC	\$981.80
055415	4/22/2025	KATHERINE AMANDA NICHOLS DBA PAININTHEARTBRAIN	\$150.00
055416	4/22/2025	PRECISION PRINTER SERVICE INC	\$381.55
055417	4/22/2025	ROBERT POTTER	\$150.00
055418	4/22/2025	HUBBARD PLUMBING & DRAIN INC DBA ROTO-ROOTER PLUMBERS	\$1,593.95
055419	4/22/2025	BLUE OX CREDIT UNION ATTN: JENNA DOHERTY	\$631.20
055420	4/22/2025	STAPLES INC STAPLES CONTRACT & COMMERCIAL LLC	\$186.38
055421	4/22/2025	SPECIALIZED LANUGAGE DEVELOPMENT CENTER DBA SLD READ	\$52.92
055422	4/22/2025	VARNUM RIDDERING SCHMIDT HOWLETT LLP	\$12,412.20
055423	4/29/2025	BARISTA BLUES CAFE	\$373.10
055424	4/29/2025	CONSUMERS ENERGY INC	\$2,323.15
055425	4/29/2025	DEMCO INC	\$928.33
055426	4/29/2025	FUN EXPRESS LLC	\$261.05

Check Number	Check Date	Vendor Name	Check Amount
055427	4/29/2025	CODY HOFFMAN DBA RELIABLE PROPERTY MAINTENANCE LLC	\$4,030.00
055428	4/29/2025	J & L ELECTRIC OF BATTLE CREEK INC	\$1,571.12
055429	4/29/2025	KATHERINE AMANDA NICHOLS DBA PAININTHEARTBRAIN	\$150.00
055430	4/29/2025	PRECISION PRINTER SERVICE INC	\$170.00
055431	4/29/2025	PLUMERIA BOTANICAL BOUTIQUE	\$500.00
055432	4/29/2025	ROBERT POTTER	\$150.00
055433	4/29/2025	ROSE PEST SOLUTIONS INC	\$751.00
055434	4/29/2025	ANTHONY H. WILLIAMS	\$1,000.00
A04853	4/1/2025	BRODART COMPANY INC	\$282.77
A04854	4/1/2025	BLACKSTONE AUDIO BOOKS INC	\$1,012.26
A04855	4/1/2025	BK TEACHOUT INVESTIGATIONS INC	\$3,031.80
A04856	4/1/2025	INGRAM LIBRARY SERVICE INC	\$9,797.10
A04857	4/1/2025	MIDWEST TAPE INC.	\$2,660.13
A04858	4/7/2025	BRODART COMPANY INC	\$442.81
A04859	4/7/2025	BLACKSTONE AUDIO BOOKS INC	\$453.40
A04860	4/7/2025	BATTLE CREEK PUBLIC SCHOOL	\$8,196.37
A04861	4/7/2025	CDW GOVERNMENT INC SUITE 1515	\$415.26
A04862	4/7/2025	GALE/CENGAGE LEARNING INC	\$712.97
A04863	4/7/2025	OMNI GROUP ATTN: ACCOUNTS RECEIVABLE	\$2.50
A04864	4/7/2025	DASTON CORPORATION	\$494.32
A04865	4/7/2025	INGRAM LIBRARY SERVICE INC	\$7,325.52
A04866	4/7/2025	KSS ENTERPRISES INC	\$61.08
A04867	4/7/2025	MIDWEST TAPE INC.	\$15,408.54
A04868	4/7/2025	METRO FIBERNET LLC	\$1,736.99
A04869	4/7/2025	WASTE MANAGEMENT OF MI COMMERCIAL SERVICES INC	\$170.41
A04870	4/14/2025	BRODART COMPANY INC	\$89.89
A04871	4/14/2025	BK TEACHOUT INVESTIGATIONS INC	\$6,063.60
A04872	4/14/2025	BASIC	\$273.60
A04873	4/14/2025	GALE/CENGAGE LEARNING INC	\$262.41
A04874	4/14/2025	INGRAM LIBRARY SERVICE INC	\$3,097.67
A04875	4/14/2025	LIBRARY DESIGN ASSOC INC <i>Childrens Renovation</i>	\$67,827.00
A04876	4/14/2025	MIDWEST TAPE INC.	\$794.79
A04877	4/22/2025	BRODART COMPANY INC	\$69.02
A04878	4/22/2025	BK TEACHOUT INVESTIGATIONS INC	\$3,393.15
A04879	4/22/2025	BASIC	\$175.47
A04880	4/22/2025	INGRAM LIBRARY SERVICE INC	\$5,314.83
A04881	4/22/2025	LIBRARY DESIGN ASSOC INC <i>Library Shelving Reduction</i>	\$68,534.00

Check Number	Check Date	Vendor Name	Check Amount
A04882	4/22/2025	MIDWEST TAPE INC.	\$7.14
A04883	4/22/2025	UNIQUE INTEGRATED COMMUNICATIONS INC	\$395.00
A04884	4/29/2025	BRODART COMPANY INC	\$644.22
A04885	4/29/2025	BLACKSTONE AUDIO BOOKS INC	\$420.79
A04886	4/29/2025	BK TEACHOUT INVESTIGATIONS INC	\$3,031.80
A04887	4/29/2025	PLAYAWAY PRODUCTS LLC	\$170.99
A04888	4/29/2025	INGRAM LIBRARY SERVICE INC	\$7,763.38
A04889	4/29/2025	MIDWEST TAPE INC.	\$1,852.89
A04890	4/29/2025	UNBOUND EVENTS INC DBA AUTHORS UNBOUND AGENCY	\$6,500.00
			Grand Totals
			\$386,698.82



Battle Creek Community Foundation

Fund Statement

Willard Library Fund - Master
For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

	Current Period January 01, 2025 - March 31, 2025	Year To Date July 01, 2024 - March 31, 2025
Beginning Fund Balance	\$1,014,701.83	\$972,662.56
ADDITIONS:		
Investment Earnings	(2,835.22)	43,720.80
Total Additions	(2,835.22)	43,720.80
DISTRIBUTIONS:		
Administrative Fees	2,363.98	6,863.38
Bank & Merchant Service Fees	25.13	42.48
Total Distributions	2,389.11	6,905.86
Ending Fund Balance	\$1,009,477.50	\$1,009,477.50
Accumulated Gifts & Contributions to Principal		805,166.04
Accumulated Earnings less Expenditures		167,411.46
Accumulated Spendable		36,900.00
Ending Fund Balance		\$1,009,477.50

This statement is preliminary and unaudited.



Battle Creek Community Foundation

Fund Activity

Willard Library Fund - Master

For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

GIFTS AND GRANTS RECEIVED DETAIL

No gifts or grants received this period.

GRANTS AWARDED DETAIL

No grants awarded for the statement period.



Battle Creek Community Foundation

Fund Statement

Willard Library Fund - Organizational For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

	Current Period January 01, 2025 - March 31, 2025	Year To Date July 01, 2024 - March 31, 2025
Beginning Fund Balance	\$13,119.85	\$12,544.40
ADDITIONS:		
Investment Earnings	(36.95)	563.52
Total Additions	<u>(36.95)</u>	<u>563.52</u>
DISTRIBUTIONS:		
Administrative Fees	14.66	39.45
Bank & Merchant Service Fees	0.33	0.56
Total Distributions	<u>14.99</u>	<u>40.01</u>
Ending Fund Balance	<u><u>\$13,067.91</u></u>	<u><u>\$13,067.91</u></u>
Accumulated Gifts & Contributions to Principal		11,955.00
Accumulated Earnings less Expenditures		1,112.91
Accumulated Spendable		0.00
Ending Fund Balance		<u><u>\$13,067.91</u></u>

This statement is preliminary and unaudited.



Battle Creek Community Foundation

Fund Activity

Willard Library Fund - Organizational

For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

GIFTS AND GRANTS RECEIVED DETAIL

No gifts or grants received this period.

GRANTS AWARDED DETAIL

No grants awarded for the statement period.



Battle Creek Community Foundation

Fund Statement

**Willard Library Fund - Third Party
For the Period January 01, 2025 - March 31, 2025**

Generated on: 05/04/2025

	Current Period January 01, 2025 - March 31, 2025	Year To Date July 01, 2024 - March 31, 2025
Beginning Fund Balance	\$1,001,581.98	\$960,118.16
ADDITIONS:		
Investment Earnings	(2,798.27)	43,157.28
Total Additions	(2,798.27)	43,157.28
DISTRIBUTIONS:		
Administrative Fees	2,349.32	6,823.93
Bank & Merchant Service Fees	24.80	41.92
Total Distributions	2,374.12	6,865.85
Ending Fund Balance	\$996,409.59	\$996,409.59
Accumulated Gifts & Contributions to Principal		793,211.04
Accumulated Earnings less Expenditures		166,298.55
Accumulated Spendable		36,900.00
Ending Fund Balance		\$996,409.59

This statement is preliminary and unaudited.



Battle Creek Community Foundation

Fund Activity

Willard Library Fund - Third Party

For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

GIFTS AND GRANTS RECEIVED DETAIL

No gifts or grants received this period.

GRANTS AWARDED DETAIL

No grants awarded for the statement period.



Battle Creek Community Foundation

Fund Statement

Willard Library/Campbell Fund For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

	Current Period January 01, 2025 - March 31, 2025	Year To Date July 01, 2024 - March 31, 2025
Beginning Fund Balance	\$60,585.14	\$57,951.36
ADDITIONS:		
Investment Earnings	(170.71)	2,603.25
Total Additions	(170.71)	2,603.25
DISTRIBUTIONS:		
Administrative Fees	69.87	209.01
Bank & Merchant Service Fees	1.50	2.54
Total Distributions	71.37	211.55
Ending Fund Balance	\$60,343.06	\$60,343.06
Accumulated Gifts & Contributions to Principal		41,943.78
Accumulated Earnings less Expenditures		16,199.28
Accumulated Spendable		2,200.00
Ending Fund Balance		\$60,343.06

This statement is preliminary and unaudited.



Battle Creek Community Foundation

Fund Activity

Willard Library/Campbell Fund

For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

GIFTS AND GRANTS RECEIVED DETAIL

No gifts or grants received this period.

GRANTS AWARDED DETAIL

No grants awarded for the statement period.



Battle Creek Community Foundation

Fund Statement

Willard Library/Denman Fund For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

	Current Period January 01, 2025 - March 31, 2025	Year To Date July 01, 2024 - March 31, 2025
Beginning Fund Balance	\$112,382.70	\$107,497.63
ADDITIONS:		
Investment Earnings	(316.53)	4,829.21
Total Additions	(316.53)	4,829.21
DISTRIBUTIONS:		
Administrative Fees	129.87	388.62
Bank & Merchant Service Fees	2.79	4.71
Total Distributions	132.66	393.33
Ending Fund Balance	\$111,933.51	\$111,933.51
Accumulated Gifts & Contributions to Principal		70,797.47
Accumulated Earnings less Expenditures		37,036.04
Accumulated Spendable		4,100.00
Ending Fund Balance		\$111,933.51

This statement is preliminary and unaudited.



Battle Creek Community Foundation

Fund Activity

Willard Library/Denman Fund

For the Period January 01, 2025 - March 31, 2025

Generated on: 05/04/2025

GIFTS AND GRANTS RECEIVED DETAIL

No gifts or grants received this period.

GRANTS AWARDED DETAIL

No grants awarded for the statement period.

WILLARD LIBRARY
COUNTY OF CALHOUN, MICHIGAN
RESOLUTION

RESOLUTION CALLING A PUBLIC HEARING REGARDING
ANNUAL BUDGET OF THE WILLARD LIBRARY

Minutes of a Regular meeting of the Board of Trustees of the Willard Library, County of Calhoun, State of Michigan, held in the Library on May 21, 2025, at 5:00 p.m., prevailing Eastern Time.

PRESENT: Trustees _____

ABSENT: Trustees _____

The following preamble and resolution were offered by Trustee _____ and supported by Trustee _____ :

WHEREAS, it is necessary for the Board of Trustees of the Library (the "Board") to adopt a budget for fiscal year ending 2025-2026 to support the Library's operations; and

WHEREAS, pursuant to Act 2, Public Acts of 1968, as amended, before adoption of a budget, a public hearing shall be held as required by Act 43 of the Public Acts of 1963, (Second Extra Session), as amended ("Act 43"); and

WHEREAS, pursuant to Act 43, notice of public hearing on the proposed budget of the Library must be given by publication in a newspaper of general circulation in the Library District at least six (6) days prior to the date of such hearing; and

WHEREAS, notice of such hearing must include the time and place of such hearing and must state the place where a copy of the budget is available for inspection.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. A public hearing on the proposed budget for fiscal year ending June 30, 2026, shall be held on June 18, 2025 at 5:00 o'clock p.m. at Willard Library, at which time and place all persons who desire to be heard shall be given opportunity to speak on the proposed budget.

2. The Library Director is directed to publish notice of the hearing in the Battle Creek Enquirer, a newspaper of general circulation in the Library District at least once, not less than six (6) days prior to the hearing. The notice shall be published as a display advertisement prominent in size.

3. The notice of hearing shall be in substantially the form attached to this resolution as Exhibit A and shall include the following statement in 11-point bold type: **"The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."**

4. All resolutions and parts of resolutions insofar as they conflict with this resolution be and the same hereby are rescinded.

AYES: Trustees _____

NAYS: Trustees _____

RESOLUTION DECLARED ADOPTED.

 Secretary, Board of Trustees
 Willard Library
 County of Calhoun, Michigan

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Willard Library, County of Calhoun, State of Michigan, at a Regular meeting held on May 21, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

 President, Board of Trustees
 Willard Library
 County of Calhoun, Michigan

NOTICE OF PUBLIC HEARING
WILLARD LIBRARY
County of Calhoun, Michigan

ON THE ADOPTION OF THE BUDGET FOR THE FISCAL YEAR 2025-2026

**TO ALL INTERESTED PERSONS IN THE LIBRARY DISTRICT
OF THE WILLARD LIBRARY:**

PLEASE TAKE NOTICE that the Willard Library, County of Calhoun, State of Michigan, will hold a public hearing on Wednesday, the 18th day of June, 2025, at 5:00 p.m. in the 2nd floor programming room of Willard Library, 7 West Van Buren, Battle Creek, Michigan 49017, to consider the approval and adoption of the operating budget of the Willard Library for the fiscal year 2025-2026.

Copies of the proposed budget are on file with the Library Director at the Willard Library, 7 West Van Buren Street, Battle Creek, Michigan 49017, for inspection during regular library hours and may be obtained by contacting the Director at 269-968-8166, ext. 526. At the public hearing, all citizens, taxpayers, and property owners of the Willard Library District, County of Calhoun, Michigan, shall be afforded an opportunity to be heard in regard to the approval of the budget.

**THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO
SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.**

This notice is given by order of the Board of Trustees of the Willard Library, County of Calhoun, Michigan.

Any citizen requesting accommodation to attend this meeting, or wishing to obtain this notice in alternate formats, please contact Matt Willis, Library Director, at 269-968-8166, ext. 526.

MEMORANDUM

To: All Staff
From: Matt Willis
Date: April 16, 2025
Subject: Personnel Update

Delaney Scheidler has submitted her resignation from the library. Her last day of work will be April 23, 2025.

Delaney began working for Willard Library as a student assistant, and joined the adult staff as a Library Clerk in July of 2024. She has provided exceptional guest service at the Circulation Desk.

We are very grateful to Delaney for her time at Willard serving library guests, and maintaining our collection as a student. We wish her all the best as she takes her next steps in pursuing a career in education.



MEMORANDUM

To: All Staff
From: Matt Willis
Date: May 13, 2025
Subject: Personnel Update

I am happy to announce an upcoming role transition for our colleague, Chelsea Dukes.

Chelsea has served library users as a Youth Services Librarian for the past five years, during which she has made significant contributions to our children's programming, collection development, and efforts to foster a welcoming environment for our youngest patrons and their families.

We are pleased that Chelsea will be continuing her service with Willard as a part-time Library Clerk.

Please join me in wishing her the best as she begins her new position on Monday, June 9, 2025.

Director's Performance Review

Self-assessment by Matt Willis

May 21, 2025

Key Accomplishments

Library Renovation

- Led the Admin Team through a second floor renovation planning and implementation process in collaboration with Library Design.
- Guided Children's Room upgrades including refreshed interior design, new carpeting, new furniture, new mural, and a play/programming structure.
- Partnered with Taylor Studios to design a play/programming structure.
- Directed the lowering of shelving on the second floor to enhance natural light, along with the installation of new end panels at the shelf ends.
- Collaborated with Plumeria to design and install a hanging plant system along the mezzanine opening, as well as in other key areas, to enhance the library's ambiance and support wellness.
- Coordinated with Library Design and architect Steven Schneemann to identify and prepare temporary space for Children's materials during renovation construction.
- Oversaw upgrades to the Willard Library lobby that include new carpet, new bookdrop, and an art gallery wall.

Labor Relations

- Led negotiations for three-year contracts with both the Librarians' and Support Personnel unions.
- Organized a workshop for the HR Benefits Team with trainer Brian Mortimore (KDL) to develop strategy for negotiations.
- Held multiple meetings with union representatives to hear concerns and discuss workplace matters, including PTO usage and operational changes such as the removal of plexiglass barriers.
- Negotiated a Letter of Agreement to formalize assigning additional hours for specialized staff roles.

Programming & Community Engagement

- Worked with the Battle Creek Reads Planning Committee to prepare a landmark celebration of the program's 20th season.
- Coordinated a Grow With Us program series that focused on community engagement with the natural environment and promoted ecological awareness.
- Coordinated with trainer Chloe Valdary to deliver a diversity workshop for staff.
- Met with State Representative Steve Frisbie to advocate for Willard Library and highlight ongoing successes.

Ongoing Work

Strategic Planning & Staff Development

- Held one-on-one planning sessions with librarians to help define their individual KRs in alignment with the strategic plan.
- Conducted follow-up meetings to introduce a new rubric and planning document for KR evaluation and refinement.
- Led the coordination of librarian presentations to staff, showcasing their KRs.
- Mentored manager through trainer selection and hiring process, leading to staff session with Laurie Guest - *Bust Out of Service Fatigue*.
- Established a collaborative workgroup to promote high-demand and trending materials to boost circulation and visibility.
- Developed a rubric for evaluating job applicants that helps minimize unconscious bias.

AI Strategy

- Drafted Willard Library's Use of Artificial Intelligence (AI) Policy.
- Led the development and delivery of an all-staff AI training session, focused on the AI policy, essential tools, and professional learning resources.

Professional Development & Networking

- Attended the HR 101 workshop series with Kate Hall and Kathy Parker.
- Participated in a session hosted by SMLC featuring EveryLibrary's John Chrastka to stay informed on national advocacy and funding strategies.
- Completed the Artificial Intelligence (AI) for Public Libraries Pathway course by the Library of Michigan.

Goals 2025-2026

Rejuvenate Reading

Enhance the library's role as a hub for readers by revitalizing circulation services and actively promoting access to popular and relevant reading materials.

- Lead planning to enhance access to popular materials and improve visibility of high-interest genres.
- Engage selectors to collaboratively curate a dynamic collection that aligns with reader interests.
- Launch a rediscovery campaign to spotlight popular authors, sections, and genres.

Plan for Future Renovation

Begin development of a flexible renovation strategy that supports evolving service needs, enhances user experience, and strengthens the library's role as a safe, inclusive community space.

- Assess current and projected library usage.
- Research design innovations and peer library models.
- Collaborate with internal teams across departments.
- Engage community stakeholders and professional experts.

AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
LIBRARIANS' ASSOCIATION**

July 1, 2025 - June 30, 2028

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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

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 – Upon commencement of employment, each employee shall be given a copy of an official offer letter, this Agreement, the job description, and documents outlining the fringe benefit package.

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 five (5) 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, leaves early due to illness, or uses personal time for any reason on a Saturday, their entire reassigned Saturday shift will be at least six (6) months from the current month of call in. However, a reassigned Saturday may be assigned earlier than six (6) months if both the employee and supervisor agree.

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 full-time employee covered by this Agreement shall accrue ninety-six (96) hours of sick time (“Sick Time”) per year. Sick Time will be disbursed biweekly. Each part-time employee shall accrue Sick Time at the same per-hour worked rate, based on hours worked. Unused Sick Time allowance may accumulate to a maximum of ninety (90) days and will be designated as “Accumulated Sick Time Allowance.” Upon hire, employees shall receive up to ninety-six (96) hours of Sick Time, prorated based on the date of hire in the benefit year and FTE status, then Sick Time will accrue pursuant to this Article 10 Section A at the beginning of the next benefit year. A "year" will begin on July 1 and end on June 30. Such accrued time may be carried over year to year. Unless otherwise permitted in this Agreement, unused Sick Time is not payable in lieu of use, upon separation, or for any other reason.

Section B - Employees requesting Sick Time must use the benefits accrued under this Sick Time policy concurrently with any available FMLA time, if applicable.

Section C - Employees who wish to use Sick Time for an absence are required to notify the Library of their desire to do so. When an employee is unable to report to work for an unforeseeable reason, they must notify the Library as soon as is practicable, and in no instance later than the time frame for reporting an absence under attendance policy guidelines. Notice must be given using the Library's scheduling software entering the reason for the absence as "Sick Time." Sick Time may be used in half hour increments. Failure to provide proper notification will result in a loss of pay. When an employee's use of Sick Time continues for more than three (3) consecutive days, the Library may require reasonable documentation to support the absence as provided by law. This documentation must be provided within fifteen (15) days.

Section D - Employees are entitled to use Sick Time for any of the following reasons:

- a. Health needs of an eligible employee or a qualifying family member:
 - i. Mental or physical illness, injury, or health condition
 - ii. Medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition
 - iii. Preventative medical care
- b. Domestic violence or sexual assault of employee or a qualifying family member:
 - i. Medical care for a physical injury or disability
 - ii. Psychological care or other counseling for a mental injury or disability
 - iii. Obtain services from victim services organization
 - iv. Relocate due to domestic violence or sexual assault
 - v. Obtain legal services
 - vi. Participate in civil or criminal proceedings
- c. Meetings at a school or place of care regarding the following topics:
 - i. Child's health or disability
 - ii. Effects of domestic violence on the child
 - iii. Effects of sexual assault on the child
- d. Needs related to public health emergencies ordered by a public official:
 - i. Closure of employee's place of business
 - ii. Closure of school of employee's child
 - iii. Health authorities have determined that employee or employee's family members would jeopardize the community's health due to exposure to a communicable disease.
- e. Maternity or paternity leave of an eligible employee.

Sick Time 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: (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child. (iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner. (iv) A grandparent. (v) A grandchild. (vi) A biological, foster, or adopted sibling. (vii) An individual related by blood to the employee. (viii) An individual whose close association with the employee is the equivalent of a family relationship.

Section E - The Library will continue to pay insurance premiums while an employee is using Sick Time. Sick Time is paid at the normal hourly wage or base wage rate

for the employee. No other compensation elements, such as overtime pay, tips, holiday pay, bonuses, commissions, supplemental pay, or piece-rate pay, are included in the calculation or payable as Sick Time.

Section F - 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(i)-(vi)) to enable the employee to make arrangements for and attend the funeral. If additional days are needed, the employee may use time available under Article 10, Section G.

Section H - From one to three (1-3) days of other time ("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.

Section K - The Library will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under Michigan's Earned Sick Time Act (ESTA). The Library will not take retaliatory personnel action or discriminate against any employee because the employee has exercised a right under ESTA. Rights protected by ESTA include, but are not limited to the right to file a complaint or inform any person about any employer's alleged violation of ESTA, the right to cooperate with the Department of Labor and Economic Opportunity in its investigations of alleged violations of ESTA, and the right to inform any person of that person's rights under ESTA.

ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY

Section A - Leaves of absence for reasonable periods due to serious health conditions (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 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. 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/paternity must be charged to that employee's available Sick Time or available paid time off (whichever applicable) if the balance exceeds ten (10) days and the employee does not have sufficient accrued Sick Time to cover the time off work. The employee may reserve up to ten (10) days of Sick Time that do not have to be used concurrently with leave taken pursuant to this section upon written notice.

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 ("Vacation Time") will be granted at the convenience of the Library with the approval of the employee's supervisor. Vacation Time is credited yearly on the anniversary date of hire. Up to fifty percent (50%) of Vacation Time 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 Time will be pro-rated. Employees hired prior to February 1, 2019 are credited with twenty (20) days' of Vacation Time yearly.

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

Section B - Donated Time

The Library permits Librarians to donate paid time off available under Article 13, not to exceed three (3) days, to other Librarians if the Librarian-donor has exhausted their available paid time off under Article 13.

The Librarian-donee:

1. Must submit a written request to the Director within no less than fourteen (14) days of the requested days off, outlining the requested days off, purpose for the request, and the Librarian-Donor; and
2. Must receive written approval from the Director.

The Director has the sole discretion to approve or deny requests based on the Library's scheduling needs. Documentation may be required to validate the reason provided for the use of borrowed days.

All appropriate documentation must be completed and turned in to the Director prior to requesting time off for the donated time.

Time donated and received under this Section B does not preclude the Library from enforcing its rights under Article 16 of this Agreement. Librarians may not receive more than three (3) donated days in a rolling twelve (12) month period

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 without providing notice as required under Article 10 Section C, 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 – PROGRESSIVE DISCIPLINE

All employees are expected to comply with the Library's standards of performance and behavior and that any noncompliance with these standards must be remedied.

Under normal circumstances, the Library endorses a procedure of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. Disciplinary action may be required under the following circumstances:

1. Abuse of Sick Time or other leaves;
2. Consistent tardiness;
3. Deficiencies in performance;
4. Violation of terms of employment;
5. Unauthorized absence from work;
6. Insubordination;
7. Breaches of acceptable conduct;
8. Violation of any Library policy.

The normal application of progressive discipline should be:

1. If an employee is not meeting Library standards of performance or behavior following coaching by the employee's supervisor and/or a member of the HR Benefits Team, the employee's supervisor and/or a member of the HR Benefits Team should take the following action:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Inform the employee of the nature of the problem and the action necessary to correct it;
- c. Prepare a memorandum stating possible solutions to remedy the problem and consequences of continued lack of improvement. The written statement will be provided to the employee for signature and placed in the employee's personnel file.

2. If there is a second occurrence, the Director may take any or all of the following actions:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Prepare a written reprimand describing the first and second incidents and summarizing the action taken;
- c. Issue the written reprimand to the employee. The reprimand will be provided to the employee for signature and placed in the employee's personnel file.
- d. Suspend the employee without pay for a set period of time or take other disciplinary measures.

3. If there are additional occurrences, the Director may take any or all of the following actions:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Prepare a reprimand describing the occurrence and summarizing the action taken. The report will be provided to the employee for signature and placed in the employee's personnel file;
- c. Terminate employment.

The progressive discipline procedures described above may be applied to any employee who is experiencing a series of unrelated problems involving job performance and/or behavior. In cases involving serious misconduct, such as major breach of policy or violation of law, the procedures described above may be disregarded. The Director should suspend the employee immediately and, if appropriate, terminate the employee's employment.

ARTICLE 17 - DURATION OF AGREEMENT

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, 2025, and will remain in effect through June 30, 2028.

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 (e.g., if the full premium is \$22,000, a 0.05 FTE would pay $((\$22,000 \text{ health premium} \times 20\% \text{ employee responsibility} = \$4,400) + (\$22,000 \text{ health premium} \times 0.5 \text{ FTE} = \$11,000) = \$15,400)$).

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, except Group Life which is only available to Full Time employees.

Vision:	VSP3 Plus 200CL
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 sponsors an employee contribution MERS457 Plan.

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.¹ This pay scale will remain in effect through the 2027-2028 fiscal year.

2025 - 2028	
STEP	SALARY
1	\$ 46,891
2	\$ 49,951
3	\$ 52,114
4	\$ 55,520
5	\$ 58,925
6	\$ 62,344
7	\$ 66,067
8	\$ 69,506
9	\$ 70,530
10	\$ 72,608
11	\$ 74,686
12	\$ 76,764
13	\$ 78,842
14	\$ 80,920
15	\$ 83,000

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.

¹ Librarians retain their current step number beginning July 1, 2025. Librarians previously on Step 16 of the 2022-2025 Agreement will transition to Step 15 on July 1, 2025.
2025–2028 Contract

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

AGREEMENT

between

WILLARD PUBLIC LIBRARY

and the

**WILLARD PUBLIC LIBRARY
SUPPORT PERSONNEL ASSOCIATION**

July 1, 2025 - June 30, 2028

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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 (the “Support Staff”) 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 terms "Support Staff," "employee," or "employees" are used it shall be those included as set forth in Article I, Section A.

ARTICLE 2 - RULES AND REGULATIONS

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 Library
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 an official offer letter, a copy of the Article of Agreement, the job description, and documents outlining the fringe benefit package.

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.

Section G - The Library and the Association agree to allow up to two (2) additional scheduled hours per pay period for part-time employees, with a supervisor's approval, for the purposes of professional development. The 2022 Professional Development Hours Letter of Agreement is incorporated herein.

ARTICLE 6 - WORK SCHEDULE

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

If an employee calls in on a Saturday, leaves early due to illness, or uses personal time for any reason on a Saturday, their entire reassigned Saturday shift will be at least six (6) months from the current month of call in. However, a reassigned

Saturday may be assigned earlier than six (6) months if both the employee and the Director or their designee agree.

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 for every four (4) hour shift worked in the morning and a fifteen (15) minute break for every four (4) hour shift worked 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 internally and externally 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 full-time employee covered by this Agreement shall accrue ninety-six (96) hours of sick time ("Sick Time") per year. Sick Time will be disbursed biweekly. Each part-time employee shall accrue Sick Time at the same per-hour worked rate, based on hours worked. Unused Sick Time allowance may accumulate up to a maximum of ninety (90) days and will be designated as "Accumulated Sick Time Allowance." Upon hire, employees shall receive up to ninety-six (96) hours of Sick Time, prorated based on the date of hire in the benefit year and FTE status, then Sick Time will accrue pursuant to this Article 9 Section A at the beginning of the next benefit year. A "year" will begin on July 1 and end on June 30. Such accrued time may be carried over year to year. Unless otherwise permitted in this Agreement, unused Sick Time is not payable in lieu of use, upon separation, or for any other reason.

Section B - Employees requesting Sick Time must use the benefits accrued under this Sick Time policy concurrently with any available unpaid FMLA time.

Section C – Employees who wish to use Sick Time for an absence are required to notify the Library of their desire to do so. When an employee is unable to report to work for an unforeseeable reason, they must notify the Library as soon as is practicable, and in no instance later than the time frame for reporting an absence under attendance policy guidelines. Notice must be given using the Library's scheduling software entering the reason for the absence as “Sick Time.” Sick Time may be used in half hour increments. Failure to provide proper notification will result in loss of pay. When an employee’s use of Sick Time continues for more than three (3) consecutive days, the Library may require reasonable documentation to support the absence as provided by law. This documentation must be provided within fifteen (15) days.

Section D - Employees are entitled to use Sick Time for any of the following reasons:

- a. Health needs of an eligible employee or a qualifying family member:
 - i. Mental or physical illness, injury, or health condition
 - ii. Medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition
 - iii. Preventative medical care
- b. Domestic violence or sexual assault of employee or a qualifying family member:
 - i. Medical care for a physical injury or disability
 - ii. Psychological care or other counseling for a mental injury or disability
 - iii. Obtain services from victim services organization
 - iv. Relocate due to domestic violence or sexual assault
 - v. Obtain legal services
 - vi. Participate in civil or criminal proceedings
- c. Meetings at a school or place of care regarding the following topics:
 - i. Child's health or disability
 - ii. Effects of domestic violence on the child
 - iii. Effects of sexual assault on the child
- d. Needs related to public health emergencies ordered by a public official:
 - i. Closure of employee's place of business
 - ii. Closure of school of employee's child

- iii. Health authorities have determined that employee or employee's family members would jeopardize the community's health due to exposure to a communicable disease.
- e. Maternity or paternity leave of an eligible employee.

Sick Time 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: (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child. (iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner. (iv) A grandparent. (v) A grandchild. (vi) A biological, foster, or adopted sibling. (vii) An individual related by blood to the employee. (viii) An individual whose close association with the employee is the equivalent of a family relationship.

Section E - The Library will continue to pay insurance premiums while an employee is using Sick Time. Sick Time is paid at the normal hourly wage or base wage rate for the employee. No other compensation elements, such as overtime pay, tips, holiday pay, bonuses, commissions, supplemental pay, or piece-rate pay, are included in the calculation or payable as Sick Time.

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 Time who hire 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 Time at their last rate of pay.

Section G - A total of five (5) days of bereavement time will be allowed for the death of a family member, as defined in Section D(i)-(vi), to enable the employee to make arrangements for and attend the funeral.

Section H - One to three (1-3) days of other time ("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.

Section K - The Library will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under Michigan's Earned Sick Time Act (ESTA). The Library will not take retaliatory personnel action or discriminate against any employee because the employee has exercised a right under ESTA. Rights protected by ESTA include, but are not limited to the right to file a complaint or inform any person about any employer's alleged violation of ESTA, the right to cooperate with the Department of Labor and Economic Opportunity in its investigations of alleged violations of ESTA, and the right to inform any person of that person's rights under ESTA.

ARTICLE 10 - LEAVE OF ABSENCE WITHOUT PAY

Section A - Leaves of absence for reasonable periods due to serious health conditions (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. 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/paternity must be charged to that employee's available Sick Time or available paid time off (whichever applicable) in excess of ten (10) days. The employee may reserve up to ten (10) days of Sick Time that do not need to be used concurrently with leave taken pursuant to this section upon written notice.

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 Library 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 ("Vacation Time") will be granted at the convenience of the Library with the approval of the employee's supervisor. Vacation Time 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 Time 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 Time will be pro-rated.

Schedule of Vacation Time:

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

Section B – Donated Time

The Library permits Support Staff to donate paid time off available under Article 13 of this Agreement, not to exceed three (3) days, to other Support Staff if the Support Staff-donee has exhausted their available paid time off under Article 13.

The Support Staff-donee:

1. Must submit a written request to the Director within no less than fourteen (14) days of the requested days off, outlining the requested days off, the purpose of the request, and the Support Staff-Donor; and
2. Must receive written approval from the Director.

The Director has the sole discretion to approve or deny requests based on the Library's scheduling needs. Documentation may be required to validate the reason provided for the use of donated time.

All appropriate documentation must be completed and turned in to the Director prior to requesting time off for the donated time.

Time donated and received under this Section B does not preclude the Library from enforcing its rights under Article 17 of this Agreement. Support Staff may not receive more than three (3) donated days in a rolling twelve (12) month period.

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 - Holiday pay is forfeited if an employee calls in sick on the employee's scheduled work day before or after a holiday without providing notice as required under Article 9 Section C, 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.)

PROPOSED

ARTICLE 17 – PROGRESSIVE DISCIPLINE

All employees are expected to comply with the Library's standards of performance and behavior and that any noncompliance with these standards must be remedied.

Under normal circumstances, the Library endorses a procedure of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. Disciplinary action may be required under the following circumstances:

1. Abuse of Sick Time or other leaves;
2. Consistent tardiness;
3. Deficiencies in performance;
4. Violation of terms of employment;
5. Unauthorized absence from work;
6. Insubordination;
7. Breaches of acceptable conduct;
8. Violation of any Library policy.

The normal application of progressive discipline should be:

1. If an employee is not meeting Library standards of performance or behavior following coaching by the employee's supervisor and/or a member of the HR Benefits Team, the employee's supervisor and/or a member of the HR Benefits Team should take the following action:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Inform the employee of the nature of the problem and the action necessary to correct it;
- c. Prepare a memorandum stating possible solutions to remedy the problem and consequences of continued lack of improvement. The written statement will be provided to the employee for signature and placed in the employee's personnel file.

2. If there is a second occurrence, the Director may take any or all of the following actions:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Prepare a written reprimand describing the first and second incidents and summarizing the action taken;
- c. Issue the written reprimand to the employee. The reprimand will be provided to the employee for signature and placed in the employee's personnel file.
- d. Suspend the employee without pay for a set period of time or take other disciplinary measures.

3. If there are additional occurrences, the Director may take any or all of the following actions:

- a. Meet with the employee to identify and discuss the performance problem. A union representative may be present if employee wishes;
- b. Prepare a reprimand describing the occurrence and summarizing the action taken. The report will be provided to the employee for signature and placed in the employee's personnel file;
- c. Terminate employment.

The progressive discipline procedures described above may be applied to any employee who is experiencing a series of unrelated problems involving job performance and/or behavior. In cases involving serious misconduct, such as major breach of policy or violation of law, the procedures described above may be disregarded. The Director should suspend the employee immediately and, if appropriate, terminate the employee's employment.

ARTICLE 17 - DURATION OF AGREEMENT

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, 2025 and will remain in effect through June 30, 2028.

WILLARD PUBLIC LIBRARY

WILLARD PUBLIC LIBRARY
SUPPORT PERSONNEL ASSOC.

Willard Library Director

MEA UniServ Director

Willard Library Board President

Willard Library Association President

PROPOSED

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 (e.g., if the full premium is \$22,000, a 0.05 FTE would pay $((\$22,000 \text{ health premium} \times 20\% \text{ employee responsibility} = \$4,400) + (\$22,000 \text{ health premium} \times 0.5 \text{ FTE} = \$11,000) = \$15,400)$).

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, except Group Life which is only available to Full Time employees.

Vision:	VSP3G Plus 200CL
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 sponsors an employee contribution MERS457 Plan.

4. Support Staff

The Support Personnel Association has agreed to have up to twenty (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.¹ This pay scale will remain in effect through the 2027-2028 fiscal year.

2025	
STEP	SALARY
1	\$ 17.00
2	\$ 17.85
3	\$ 18.60
4	\$ 19.55
5	\$ 20.45
6	\$ 21.35
7	\$ 22.25
8	\$ 23.20
9	\$ 24.25
10	\$ 25.00
11	\$ 26.00
12	\$ 26.55
13	\$ 26.85

¹ Support Staff retain their current step number beginning July 1, 2025.

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

PROPOSED