

CAPITAL AREA DISTRICT LIBRARIES
COMMITTEE OF THE WHOLE
5:30 PM, WEDNESDAY, DECEMBER 11, 2024
BOARD ROOM
401 S CAPITOL AVE., LANSING, MI 48933
517-367-6300

Mission Statement:

Empowering our diverse communities to learn, imagine and connect.

AGENDA

1. Call to Order
2. Roll Call
3. Public Comments on Agenda Items
4. Agenda
5. [Memorandum for November 13, 2024](#) (enc)
6. Unfinished Business
7. General
 - a. Director Evaluation Committee Report
8. Finance
 - a. [November 2024 Financial Report](#) (enc)
 - b. [December 2024 Budget Amendment](#) (enc)
 - c. [Account Signatory Recommendation](#) (enc)
 - d. [Union Pension Recommendation](#) (enc)
 - e. Innovative Interfaces Software Contracts Overview (distributed separately)
9. Policies – No changes, for review only (enc)
 - a. [HUM 211 UAW Contract \(HEAD\)](#)
 - b. [HUM 212 UAW contract \(MID\)](#)
 - c. [HUM 213 UAW Contract \(TECH\)](#)
 - d. [HUM 221 Non-Union Administrative Employee Policy Manual](#)
 - e. [HUM 231 Page Employee Manual](#)
10. Rise and Report

For mobility, visual, hearing, or other assistance, please call 367-6312. Requests need to be made at least two weeks before a scheduled event.

**CAPITAL AREA DISTRICT LIBRARIES
COMMITTEE OF THE WHOLE**

November 13, 2024

Members Present: Brian Baer, Debora Bloomquist, Sandy Drake, Quinn O'Donnell, Ashley Smith, Mark Stewart, Julie Vandenboom

Members Absent:

Staff Present: Janet Elliott, Jolee Hamlin, Sheryl Knox, Julie Laxton, Jenny Marr, Miriam Mattison, Victoria Meadows, Michael Moore, Thais Rousseau

Others Present: Lindsay Dangl

Call to Order

The Chairperson called the meeting to order at 5:30 p.m.

Roll Call

Baer – Present
Bloomquist – Present
Drake – Present
O'Donnell – Present
Smith - Present
Stewart – Present
Vandenboom – Present

Public Comments on Agenda Items

There were no public comments on agenda items.

Agenda

Ashley Smith made a motion to amend the agenda to add the following item after item 10: a closed session to be convened to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained, in accordance with Sec. 8(1)(d) of the Open Meetings Act (OMA) MCL 15.268. Mark Stewart seconded the motion. The motion carried.

Ashley Smith made a motion to approve the Agenda as amended. Mark Stewart seconded the motion. The motion carried.

Public Hearing

Ashley Smith made a motion to open the Public Hearing on CADL's Budget. Debora Bloomquist seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O'Donnell – Yes

Smith - Yes
Stewart – Yes
Vandenboom – Yes

The Public Hearing began at 5:32 pm.

- a. Presentation of CADL 2025 Budget
There were no changes to the draft budget that was presented at the October Board meeting.
- b. Public Comments on CADL 2025 Budget
Collection Development Director Thais Rousseau clarified the items included in the materials line item of the budget. There were no additional comments on the CADL 2025 Budget.

Quinn O’Donnell made a motion to close the Public Hearing. Julie Vandenboom seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O’Donnell – Yes
Smith - Yes
Stewart – Yes
Vandenboom – Yes

The Public Hearing was closed at 5:34 pm.

Memorandum for September 11, 2024

The Memorandum for September 11, 2024, was received.

Unfinished Business

There was no unfinished business.

Finance

- a. October 2024 Financial Report
Finance Director Miriam Mattison presented the October 2024 Financial Report.
- b. 2025 CADL Budget
There were no additional questions regarding the draft 2025 CADL Budget.
- c. 2025 Stockbridge Renovation Recommendation
It is recommended to approve Library Design Associates to complete renovation work at Stockbridge Library. The total project is estimated at \$133,000, where CADL would provide \$125,000 and Stockbridge municipal partners cover an estimated \$8,000 in paint supplies and labor.

The renovation will take place in 2025. The recommendation is being presented in December to take advantage of price adjustments for placing orders; the bills will be paid in 2025 and come out of the corresponding line of the 2025 budget.

Policies – No changes, for review only

- a. HUM 105 Employee Recognition Policy
- b. HUM 201 Director Succession Policy
- c. HUM 202 Director Evaluation Policy
- d. HUM 202a Director Evaluation Board Form
- e. HUM 202b Director Evaluation Staff Form

Closed Session #1

Mark Stewart made a motion for a closed session to be convened to consider material exempt from disclosure pursuant to MCL 15.268(h) and MCL 15.243(1)(g), and that Lindsay Dangl, Jenny Marr, Miriam Mattison, and Janet Elliott be invited to attend. Quinn O'Donnell seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O'Donnell – Yes
Smith – Yes
Stewart – Yes
Vandenboom - Yes

The Board moved into its closed session at 5:45 p.m.

Quinn O'Donnell made a motion to reconvene the open session. Ashley Smith seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O'Donnell – Yes
Smith – Yes
Stewart – Yes
Vandenboom - Yes

The agenda was resumed at 6:18 p.m.

Ashley Smith made a motion to add an action item to the agenda regarding petitioning the MMLC Board. Debora Bloomquist seconded the motion. The motion carried.

Ashley Smith made a motion to approve having Lindsay Dangl petition the MMLC Board. Julie Vandenboom seconded the motion. Quinn O'Donnell abstained from the vote. The motion carried.

Closed Session #2

Ashley Smith made a motion for a closed session to be convened to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained, in accordance with Sec. 8(1)(d) of the Open Meetings Act (OMA) MCL 15.268 and that Lindsay Dangl, Jenny Marr, Miriam Mattison, Michael Moore, and Janet Elliott be invited to attend. Quinn O'Donnell seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O'Donnell – Yes
Smith – Yes
Stewart – Yes
Vandenboom – Yes

The Board moved into its closed session at 6:20 pm.

Julie Vandenboom made a motion to reconvene the open session. Ashley Smith seconded the motion. A roll call vote was held:

Baer – Yes
Bloomquist – Yes
Drake – Yes
O'Donnell – Yes
Smith – Yes
Stewart – Yes
Vandenboom – Yes

The agenda was resumed at 6:48 pm.

Ashley Smith made a motion to add an agenda item to authorize the Building Committee and Lindsay Dangl to proceed as discussed. Debora Bloomquist seconded the motion. The motion carried.

Ashley Smith made a motion to authorize the Building Committee and Lindsay Dangl to proceed as discussed in closed session. Quinn O'Donnell seconded the motion. The motion carried.

Rise and Report

The meeting was adjourned at 6:50 p.m.

BALANCE SHEET REPORT FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 11/30/2024

GL Number	Description	YTD Balance 11/30/2023	YTD Balance 11/30/2024
Fund: 101 GENERAL FUND			
*** Assets ***			
Account Type: Cash			
	CASH Cash Overages/Shortages	9,603,124.56	10,630,774.99
	IMPREST CASH Williamston Imprest Cash	2,612.00	2,312.00
	INVESTMENTS Investments	4,378,109.05	4,515,282.83
	Cash	<u>13,983,845.61</u>	<u>15,148,369.82</u>
Account Type: Other Assets			
	ACCOUNTS RECEIVABLE Accounts Receivable	8,071.46	0.00
	INTEREST RECEIVABLE Interest Receivable	66,336.61	138,618.01
	PREPAID EXPENSE Prepaid Expenses-Overdrive Advantage	394,675.41	305,341.64
	Other Assets	<u>469,083.48</u>	<u>443,959.65</u>
	Total Assets	<u>14,452,929.09</u>	<u>15,592,329.47</u>
*** Liabilities ***			
Account Type: Accounts Payable			
	ACCOUNTS PAYABLE Accounts Payable	280,472.78	339,877.56
	ACCRUED EMPLOYEE PAYABLE HOSPITAL INDEMNITY PAYABLE -	45,847.80	8,171.13
	Accounts Payable	<u>326,320.58</u>	<u>348,048.69</u>
	Total Liabilities	<u>326,320.58</u>	<u>348,048.69</u>
*** Fund Equity ***			
Account Type: Unassigned			
	FUND BALANCE AUTOMATION Fund Balance Automation	1,000,000.00	1,000,000.00
	FUND BALANCE CAPITAL PRO Fund Balance Capital Projects	1,599,999.66	2,249,999.66
	FUND BALANCE CONTINGENCY Fund Balance Contingency	6,315,399.10	5,342,849.10
	FUND BALANCE DONATIONS RE FUND BALANCE DONATION RES -	333,152.13	555,255.95
	FUND BALANCE DONATIONS UN FUND BALANCE DONATION UNRES	286,284.82	512,955.93
	FUND BALANCE OPERATIONS Fund Balance - Operations	499,000.00	715,550.00
	FUND BALANCE PENSION RESE Fund Balance- Pension Reserv	1,560,000.00	1,560,000.00
	FUND BALANCE UNDESIGNATED Fund Balance Undesignated	526,107.95	864,140.31
	Unassigned	<u>12,119,943.66</u>	<u>12,800,750.95</u>
	Total Fund Equity	<u>12,119,943.66</u>	<u>12,800,750.95</u>
Total Fund 101 GENERAL FUND:			
TOTAL ASSETS		<u>14,452,929.09</u>	<u>15,592,329.47</u>
BEG. FUND BALANCE		<u>12,119,943.66</u>	<u>12,800,750.95</u>
+ NET OF REVENUES & EXPENDITURES		0.00	0.00
= ENDING FUND BALANCE		12,119,943.66	12,800,750.95
+ LIABILITIES		326,320.58	348,048.69
= TOTAL LIABILITIES AND FUND BALANCE		<u>12,446,264.24</u>	<u>13,148,799.64</u>
OUT OF BALANCE		2,006,664.85	2,443,529.83

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 11/30/2024

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For	YTD Balance	2024	% Bdgt
		11/30/2024	11/30/2024	Amended Budget	Used
Fund: 101 GENERAL FUND					
Account Category: Revenues					
MILLAGE INCOME					
402	Property Tax Revenue	63.47	13,015,782.64	12,700,000.00	102.49
404	Renaissance Zone Reimbursement		44,591.54	44,500.00	100.21
437	Industrial Facilities Tax		38,537.63	38,000.00	101.41
	MILLAGE INCOME	63.47	13,098,911.81	12,782,500.00	102.48
PENAL FINES					
658	Penal Fines Ingham County		209,938.73	202,000.00	103.93
659	Penal Fines Eaton County		7,969.25	7,500.00	106.26
	PENAL FINES	0.00	217,907.98	209,500.00	104.01
STATE AID					
410	PPT Reimbursement		181,817.57	181,800.00	100.01
553	State Aid Direct		124,738.94	124,000.00	100.60
554	State Aid Indirect		124,738.94	124,000.00	100.60
	STATE AID	0.00	431,295.45	429,800.00	100.35
LIBRARY FEES					
630	Printing Revenue	3,119.86	46,955.06	42,000.00	111.80
631	Non Resident Fees	3,675.00	30,460.01	26,000.00	117.15
	LIBRARY FEES	6,794.86	77,415.07	68,000.00	113.85
DONATIONS					
674	Donation Income-Friends/Restricted	3,060.00	77,095.46	65,000.00	118.61
677	Donation Income-Unrestricted	3,671.00	12,884.10	16,000.00	80.53
	DONATIONS	6,731.00	89,979.56	81,000.00	111.09
GRANTS					
540	Grants	7,500.00	17,500.00	10,000.00	175.00
543	Grants-MMLC		15,000.00	15,000.00	100.00
548	Grants-Capital Region Comm Foundatio		1,000.00	1,000.00	100.00
551	Grants-ECF		16,440.00	16,440.00	100.00
	GRANTS	7,500.00	49,940.00	42,440.00	117.67
OTHER INCOME					
542	MMLC Reimbursement		61,537.85	124,000.00	49.63
628	Universal Service Fund Income		7,825.81	8,000.00	97.82
632	Lost and Paid Books	2,388.38	34,649.79	25,000.00	138.60
665	Interest Income	43,284.72	680,897.56	550,000.00	123.80
673	Sale of Fixed Assets	5,425.00	17,930.00	5,000.00	358.60
675	Misc Income	1,631.93	15,994.22	5,000.00	319.88
682	Insurance Claim Income		5,660.00	5,600.00	101.07
	OTHER INCOME	52,730.03	824,495.23	722,600.00	114.10
DUE FROM FUND BALANCES					
966	Due from Pension Reserve			360,000.00	0.00
969	Due From Capital Projects Fund			300,000.00	0.00
971	Due From Operations Fund			215,550.00	0.00
974	DUE FROM SBITA			97,000.00	0.00
	DUE FROM FUND BALANCES	0.00	0.00	972,550.00	0.00
	Revenues	73,819.36	14,789,945.10	15,308,390.00	96.61
Account Category: Expenditures					
SALARIES AND BENEFITS					
702	Salaries	526,295.79	5,868,190.56	7,052,000.00	83.21
714	Unemployment Insurance			3,000.00	0.00
715	FICA EMPLOYER SHARE	39,450.69	439,308.47	539,500.00	81.43
716	HEALTH INSURANCE	40,506.46	496,450.62	650,000.00	76.38
717	Life & Disability Insurance	402.93	5,122.55	5,000.00	102.45
718	Retirement	65,654.25	741,738.45	850,000.00	87.26
719	Prescription Expense	23,159.50	254,360.36	285,000.00	89.25
720	DENTAL INSURANCE	4,961.44	39,263.13	45,000.00	87.25
721	VISION INSURANCE	910.72	9,591.02	11,000.00	87.19
722	Workers Comp Insurance		32,545.41	32,600.00	99.83
724	Parking Main Library	4,520.00	54,680.40	54,800.00	99.78
	SALARIES AND BENEFITS	705,861.78	7,941,250.97	9,527,900.00	83.35
MATERIALS					
727	Books	87,102.29	864,757.41	1,020,800.00	84.71
728	Periodicals		36,286.96	42,600.00	85.18
729	DVD	24,304.78	162,073.89	224,400.00	72.23

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 11/30/2024

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For	YTD Balance	2024	% Bdgt Used
		11/30/2024	11/30/2024	Amended Budget	
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
MATERIALS					
730	Library of Things	1,698.82	42,538.75	57,000.00	74.63
731	Audiobooks	48,325.20	514,691.60	543,800.00	94.65
732	Music	4,337.16	31,394.22	43,100.00	72.84
733	Databases	1,216.67	96,052.71	98,000.00	98.01
734	Subscription Services		84,906.30	85,600.00	99.19
735	Processing Supplies	211.85	18,487.96	28,800.00	64.19
736	Processing Fees	6,836.25	52,847.63	61,600.00	85.79
	MATERIALS	174,033.02	1,904,037.43	2,205,700.00	86.32
SUPPLIES					
740	Office Supplies	2,873.11	66,133.03	85,000.00	77.80
741	Postage Expense	62.66	2,550.10	5,000.00	51.00
776	Janitorial Supplies	717.97	12,469.89	15,000.00	83.13
862	Gas-Delivery Vehicles	1,426.18	19,382.91	35,000.00	55.38
	SUPPLIES	5,079.92	100,535.93	140,000.00	71.81
PROFESSIONAL SERVICES					
820	Membership Fees	333.75	19,236.06	25,000.00	76.94
823	Bank Fees & Services	1,640.51	13,444.71	13,000.00	103.42
824	Cooperative Membership Fee		124,738.94	124,750.00	99.99
825	Collection Agency Fees	(8.00)	4,950.70	6,000.00	82.51
826	Payroll & Print Service	3,101.82	38,413.56	46,000.00	83.51
827	Web Chat Service		8,950.00	10,750.00	83.26
828	Melcat Delivery Charges		46,017.65	49,000.00	93.91
829	Tutoring Services		2,995.90	3,000.00	99.86
831	Marketing	3,544.43	75,124.71	203,700.00	36.88
832	Programs	6,865.03	58,611.13	90,750.00	64.59
	PROFESSIONAL SERVICES	15,477.54	392,483.36	571,950.00	68.62
GOVERNANCE					
805	Legal Services	2,352.00	23,801.98	40,000.00	59.50
806	Per Diem	1,290.00	3,210.00	10,000.00	32.10
807	Memberships - Board		144.83	1,250.00	11.59
808	Conferences - Board		1,324.97	10,000.00	13.25
809	Audit		20,300.00	20,300.00	100.00
	GOVERNANCE	3,642.00	48,781.78	81,550.00	59.82
STAFF DEVELOPMENT					
810	Staff Training	4,379.24	36,611.01	42,000.00	87.17
811	Recruiting Expense		100.00	2,000.00	5.00
812	Hospitality		579.06	5,000.00	11.58
813	Employee Recognition	84.64	524.60	5,000.00	10.49
	STAFF DEVELOPMENT	4,463.88	37,814.67	54,000.00	70.03
MAINTENANCE AND UTILITIES					
801	Custodial Services	16,806.29	205,518.82	228,000.00	90.14
802	SECURITY SERVICES	13,265.34	134,908.43	171,000.00	78.89
850	Telephone	1,711.29	19,443.95	25,600.00	75.95
864	Vehicle Maintenance - Delivery		6,197.27	10,000.00	61.97
922	Steam and Gas	7,166.69	59,775.61	108,000.00	55.35
923	Electricity	15,600.90	180,091.24	195,000.00	92.35
924	Water and Sewer	1,398.54	18,892.90	23,000.00	82.14
925	Trash	735.43	7,914.78	9,500.00	83.31
930	Building Maintenance	1,646.60	100,594.34	111,700.00	90.06
	MAINTENANCE AND UTILITIES	58,331.08	733,337.34	881,800.00	83.16
OTHER EXPENSE					
861	Local Travel	1,777.16	13,264.73	13,000.00	102.04
955	Millage Income Refund		37,675.08	60,000.00	62.79
956	Property & Liability Insurance		61,701.19	70,000.00	88.14
957	Miscellaneous Expense	192.80	2,965.75	6,500.00	45.63
958	Sales/Use Tax		235.80	1,200.00	19.65
960	Donation Expense Restricted	2,367.68	60,348.99	61,073.47	98.81
961	Donation Expense Unrestricted	9.87	55,870.16	58,000.00	96.33
	OTHER EXPENSE	4,347.51	232,061.70	269,773.47	86.02
TECHNOLOGY EXPENSES					
895	Internet Access		8,887.32	11,000.00	80.79
896	Internet Access - Hotspots	5,162.71	59,685.72	81,100.00	73.60
898	Computer System Services	5,388.49	28,345.26	43,000.00	65.92

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 11/30/2024

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For	YTD Balance	2024	% Bdgt Used
		11/30/2024	11/30/2024	Amended Budget	
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
TECHNOLOGY EXPENSES					
905	Computer Software	1,908.60	64,943.63	71,800.00	90.45
906	Computer Hardware	7.69	12,532.86	36,500.00	34.34
907	III Software & Hardware Maintenance		154,439.78	160,900.00	95.98
	TECHNOLOGY EXPENSES	<u>12,467.49</u>	<u>328,834.57</u>	<u>404,300.00</u>	<u>81.33</u>
CAPITAL OUTLAY					
873	Building Upgrades		9,558.00	23,000.00	41.56
884	DELIVERY VEHICLE		44,180.56	80,000.00	55.23
888	Mason Renovation Project		243,978.24	260,777.00	93.56
913	DTL ROOF & RADIATORS		800.00	13,000.00	6.15
916	PUBLIC COMPUTERS		191,310.02	235,000.00	81.41
929	SBITA/LEASE PRINCIPAL PAYMENTS			97,000.00	0.00
967	Outreach Projects	9,946.56	43,375.74	53,880.00	80.50
980	Staff Furn & Equipment	2,508.63	26,140.23	39,000.00	67.03
982	BUILDINGS	670.75	52,670.75	60,000.00	87.78
987	GRANT EXPENSES	5,075.00	15,263.98	11,000.00	138.76
	CAPITAL OUTLAY	<u>18,200.94</u>	<u>627,277.52</u>	<u>872,657.00</u>	<u>71.88</u>
	Expenditures	<u>1,001,905.16</u>	<u>12,346,415.27</u>	<u>15,009,630.47</u>	<u>82.26</u>
Fund 101 - GENERAL FUND:					
	TOTAL REVENUES	73,819.36	14,789,945.10	15,308,390.00	
	TOTAL EXPENDITURES	1,001,905.16	12,346,415.27	15,009,630.47	
	NET OF REVENUES & EXPENDITURES:	<u>(928,085.80)</u>	<u>2,443,529.83</u>	<u>298,759.53</u>	

2024 4th Qtr. Budget Adjustment Recommendations

	Original Budget	YTD Actual	Requested Adjustment	Revised Budget	
<u>Revenue</u>					
Donations					
677 - Donation Income Unrestricted	16,000	12,887	(3,000)	13,000	Lower than expected
Grants					
540 - Grants	10,000	17,500	7,500	17,500	Advent House Grant
Other Income					
542 - MMLC Reimbursement	124,000	61,538	(62,500)	61,500	Did not receive payment
628 - Universal Service Fund Income	8,000	7,826	(175)	7,825	Lower than expected
632 - Lost and Paid Books	25,000	35,065	10,000	35,000	Higher than expected
673 - Sale of Assets	5,000	17,930	12,000	17,000	Sale of vehicle and Computers
675 - Misc Income	5,000	16,083	10,000	15,000	CC Income
665 - Interest	550,000	680,898	130,000	680,000	Higher than expected
Total Revenue	727,000	836,840	103,825	830,825	
<u>Expenditures</u>					
Salaries and Benefits					
717 - Life and Disability Insurance	5,000	5,123	1,000	6,000	Higher than expected
Materials					
727 - Books	1,020,800	873,020	(20,000)	1,000,800	Reallocation
729 - DVD	224,400	161,482	(7,500)	216,900	Reallocation
731- Audiobooks	543,800	514,852	27,500	571,300	Reallocation
Professional Services					
823 - Bank Fees & Services	13,000	13,445	2,200	15,200	Higher than expected
Other Expenses					
861 - Local Travel	13,000	13,362	3,000	16,000	Higher than expected
960 - Donation Exp Restricted	61,073	60,484	5,000	66,073	Higher than expected
Maintenance and Utilities					
923 - Electricity	195,000	180,091	25,000	220,000	Higher than expected
Capital Outlay					
987 - Grant Expense	11,000	15,264	14,000	25,000	Advent House and LSTA Grant
Total Expenses (Under)/Over	2,087,073	1,837,122	50,200	2,137,273	
Requested (use)/return of Undesignated Fund Bal.			53,625		
Undesignated Fund Balance 1.1.24			814,140		
PO's rolled forward			(1,073)		
1st Qtr Adjustment			(79,657)		
2nd Qtr Adjustment			38,300		
3rd Qtr Adjustment			341,190		
4th Qtr Adjustment			53,625		
Projected Fund Balance 12.31.24			1,166,525		

**Account Signatory Recommendation
December 18, 2024**

RECOMMENDATION:

Add the Finance Director, Miriam Mattison as an approved signatory on financial accounts for the Capital Area District Library.

**Union Pension Recommendation
December 18, 2024**

Recommendation: Sign the Memo of Understanding #4 which modifies the UAW – CADL bargaining agreement Article 31.04 to freeze the MERS pension plan Cost of Living (COLA) benefit for UAW Professional staff members effective January 1, 2025. This change would also impact any future Union Professional staff members who will not receive a cost-of-living benefit as part of their pension calculation.

Furthermore, authorize Executive Director, Jenny Marr to sign the modified Defined Benefit Plan Adoption Agreement to allow MERS to amend the current Defined Benefit Adoption Agreement to allow for this change.

Background: The UAW Professional staff voted on October 14, 2024, to freeze this benefit effective January 1, 2025, for current members of the MERS pension plan. Detailed language of the memo is included below.

MEMO OF UNDERSTANDING #4

The Employer, Capital Area District Libraries (CADL) and the Employees of CADL represented by the UAW Local 2256, hereby agree and understand that on January 1, 2025, the following change will be made to the Agreement between the Capital Area District Library and the UAW Local 2256 to accommodate the recent Union vote to change their MERS benefit:

Article 31.04 All new eligible employees will receive a Defined Benefit as follows:

Non -Professional employees: B-2, V-10, FAC5 w/ F55 (20 years)

Professional employees: B-2, V-10, FAC5, **E-2**

E-2 (COLA) will be frozen for current PROFESSIONAL employees employed by CADL as of 12/31/24 and will not be included in their pension calculation for any service credits or wages earned after that date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this ____ day of _____, 2024.

AGREEMENT

BETWEEN THE

CAPITAL AREA DISTRICT LIBRARY

AND THE

UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW) LOCAL 2256

FOR

LIBRARY HEADS AND HEAD OF COMMUNITY OUTREACH

JANUARY 1, 2023 THROUGH DECEMBER 31,2026

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Article I RECOGNITION

1.01 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Capital Area District Library does hereby recognize the United Automotive Aerospace and Agricultural Implement Workers of America Local #2256 ("Union") as the sole exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for the following employees:

Unit 1 – All Regular full-time and part-time:

- Regional Library Heads
- Library Heads
- Head of Community Outreach

Unit 2

Division 1- All regular full-time and part-time Professionals:

- Youth Services-Specialist
- Community Engagement Specialist
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian

Division 2 - All regular full-time and part-time Technical, Office, Clerical and Para-Professional:

- Library Assistant
- Computer Technician
- Graphic Artist
- Online Content and Social Media Coordinator
- Marketing and Communications Coordinator
- Technical Services Assistant
- Facilities Technician
- MelCat/Technical Services Assistant
- Local History Assistant
- Mobile Library Assistant
- Library Clerk
- Acquisitions Clerk

- Delivery Driver
- Technical Services Clerk
- Outreach Clerk
- Mobile Library Clerk

Unit 3- All regular full-time and part-time mid-level supervisory;

- Acquisitions Head
- Circulation Head
- Public Services Head
- Desktop Specialist
- Local History Librarian
- Technical Services Supervisor
- Library of Things and Business Specialist

1.02 The following classifications are non-union and will be excluded;

- Executive Director
- Assistant Director
- Collections Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- Marketing and Communications Director
- Staff Accountant
- Human Resources Assistant
- Administrative Assistant
- Office Clerk
- Library Pages

1.03 No employee will be subject to reprisals, coercion, or duress because such employee has participated in any lawful union activity or acted on behalf of the Union (i.e. as an officer or designated representative).

1.04 See Article 14 for other exclusions.

1.05 The Capital Area District Libraries is committed to providing a work environment that is free from any form of discriminatory action, words, jokes or comments. The parties shall not discriminate based on an individual's gender identity or expression, sexual orientation, race, ethnicity, age, religion, weight or any other legally protected characteristic.

Article II PURPOSE AND INTENT

- 2.01 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Employer, the employees, and the Union.
- 2.02 The parties state that the provision of efficient public library service to the community is their common objective. They recognize that the interest of the Employer and the job security and satisfaction of the employees depend upon the Employer's success in establishing the service as well as on the ability and creative contributions of the employees. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.
- 2.03 Mindful of their legal and moral obligations, the parties agree that in their service to the public and in their mutual relations they will provide equal opportunity and treatment for all, without unlawful discrimination on account of race, color, creed, national origin, age, height and/or weight, sex, marital or family status or disability except where based on bona-fide occupational qualifications in accordance with applicable state and federal law

Article III RIGHTS OF EMPLOYER

- 3.01 It is understood and agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations, so long as the foregoing do not conflict with the terms and provisions of this Agreement.
- 3.02 These rights vested in the Employer include, but are not limited to, those provided by statute or law along with:
- (a) the right to determine the number of employees to be employed;
 - (b) the right to hire employees, determine their qualifications, and assign and direct their work and job duties;
 - (c) the right to direct, promote, transfer, assign, restructure, reorganize, and retain employees in positions with the Employer;
 - (d) the right to evaluate, suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer;
 - (e) the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof;

- (f) the right to expand, reduce, alter, combine, transfer, assign or cease any job, unit, operation, or service;
- (g) the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the expressed terms of this Agreement;
- (h) the right to contract out, close down or relocate the Employer's operation or any part thereof;
- (i) the right to use volunteers, non-library employees and outside agencies in order to enhance the efficient administration of the Employer;
- (j) The right to take whatever action that is deemed necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees;
- (k) Any other right, power, function or authority to manage the Employer's operations which has not been specifically mentioned herein shall be reserved and retained to the Employer, so long as the foregoing does not conflict with the terms and provisions of this Agreement.

3.03 In the event that electoral, legislative or constitutional changes substantially reduce the Employer's revenue, negotiations for modifications to this Agreement shall commence immediately. In the event the electoral, legislative or constitutional changes eliminate the Employer's revenue, this Agreement shall terminate in accordance with an orderly winding up of the affairs of the Employer.

Article IV WORK STOPPAGES AND LOCKOUTS

- 4.01 The Union and the employees agree to refrain from engaging in any strike, work stoppage, slowdown, or interference of any kind with the operations of the Employer during the term of this Agreement.
- 4.02 If any employee or employees take part in any activities in violation of this provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him/her was not justified, shall have recourse to the appropriate grievance procedure.
- 4.03 If any employee or employees represented by the Union shall violate the intent of this Article, the Union shall take positive measures to effect prompt resumption of work.
- 4.04 The Employer agrees that there will be no lock-out of employees during the life of this agreement.

Article V UNION SECURITY

5.01 Effect of State Law – The union security provision of this Agreement (Article 5.02, below) shall be of no force and effect so long as such provision is contrary to Michigan law as expressed in 2012 Public Act No. 349, M.C.L. § 423.210(3); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provision of this Agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by state law.

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit covered by this Agreement:

- (a) An employee who is a member of the Union at the time this Agreement becomes effective shall continue to be eligible for membership in the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.
- (b) An employee who is not a member of the Union at the time this Agreement becomes effective may become a member of the Union at any time after employment and remain a member of the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.

5.012 Payment of Union Dues – During the life of this Agreement and to the extent permitted by law, as a condition of employment, employees will either be members of the Union and pay union dues or pay a union service charge. Such obligation becomes effective the latter date of the following:

- (a) Thirty (30) calendar days after the ratification date of this agreement, or
- (b) Thirty (30) calendar days of employment with the Employer (e.g. hire, re-hire, transfer, etc.) in the appropriate bargaining unit.

All dues and service charges must be tendered by payroll deduction.

5.023 Deduction of Dues, Initiation Fees and Service Charges – Employees who choose to become members of the Union or voluntarily pay a service fee shall sign either an “Authorization for Union Deduction” form or an “Authorization of Deduction of Voluntary Service Charge” form. A properly executed copy of the form shall be delivered by the Union to the Employer before any payroll deductions are made. Any form which is incomplete or in error will be returned promptly to the Local Union Financial Secretary by the Employer.

Deductions will be made monthly and only in accordance with the provisions of the appropriate authorization form. Deductions for union members shall be limited to union dues and/or fees levied in accordance with the Constitution and by-laws of the Union. The amount of deductions for an employee's service charge shall be provided to the Employer by the Union.

The Employer will remit such deductions (dues, initiation fees, and service fees) to the designated financial representative of the Union. This remittance will include a listing of employees from whom the deductions were made. This remittance will occur no later than fifteen (15) days after the end of the month in which the deductions occurred.

5.034 Employee Failure to Authorize Deductions – The following provisions shall take effect if 2012 Public Act No. 349, M.C.L. § 423.210(3) is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful:

If an employee fails to authorize deductions for union dues, initiation fees, or service charges the Union will notify the employee by certified mail, return receipt requested to the employee's last address provided to the Employer. The notice shall:

- (a) Detail the non-compliance,
- (b) Indicate the steps the employee must take to be in compliance,
- (c) Allow ten (10) calendar days from receipt of the notice for compliance,
- (d) Advise the recipient that a request for a lump sum payroll deduction for these fees will be filed with the Employer

If the recipient fails to make the necessary arrangements for compliance, the Union may request the Employer, pursuant to MCLA 408.477; MSA 17.277(7), to deduct these fees from the employee's wages and remit the fees to the Union. The request to the Employer will include a copy of the notice mailed to the employee and the proof of its service. Upon receipt of a proper request from the Union, the Employer shall make such deductions.

The employee, however, nonetheless shall be obligated for deduction of union dues, initiation fees, service charges and remittance to designated financial representative as provided above.

5.045 Liability – The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from wages earned by employees.

The Employer shall not be liable for any Union employee's dues by reasons of any omission, mistake, failure or error by the Union or the Employer in the administration of this Article and the Union agrees to indemnify and hold harmless the Employer from any claim, cause of action, damage or harm alleged by an employee hereunder.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Article VI UNION REPRESENTATION

- 6.01 Representatives - Upon ratification of this Agreement, the Union will be represented by a Unit Chairperson and one (1) Steward.

The Steward will be a seniority employee chosen by all bargaining unit employees. The Unit Chairperson will be a seniority employee chosen by all bargaining unit employees.

In the absence of the Unit Chairperson, the Steward will act on his/her behalf. In the absence of the Steward, an alternate from that unit will act on his/her behalf.

- 6.02 Notice of Representatives - The Union will advise the Employer of the names of the Unit Chairperson, Division Stewards, and their alternates and will promptly notify the Employer of any change. The Employer will advise the Union of the names of its representatives to whom grievances are to be referred and will promptly notify the Union of any change.

- 6.03 Union Business - The Unit Chairperson and Division Stewards shall conduct Union business on Employer-paid time in cases dealing with the investigation and presentation of grievances and any other union business that is specifically requested by the Union and agreed to by the Employer. To be paid time, the business must be in a library facility on library hours unless notification is supplied in advance to the Executive Director or designee. In such event, the Chairperson and Stewards shall notify their supervisor of the nature of the Union business and the expected time they will be gone from their regular departmental duties.

The Chairperson and Stewards must obtain prior approval from their Supervisors before leaving their job duties and they will be released from their job duties in a timely fashion. If the Chairperson/Stewards cannot be released in a timely fashion, the disciplinary meeting will be rescheduled.

Travel time and mileage will be paid for union business conducted between the local union hall, regional union hall and the library branches. Union representatives are encouraged to use the closest facility available.

6.04 The Executive Director or designee may grant up to Ten (10) days of absence per year (with no more than 5 consecutive weekdays within the year period) without pay to four (4) employees per year elected or appointed to a Union position or elected or appointed to attend Union functions or seminars, provided reasonable advance notice is given and such leave does not interfere with the operations of the Library. Additional time off may be granted only in accordance with 27.03.

6.05 Communication - The Employer agrees to establish a bulletin board or notebook at each branch library, available to all employees, for the posting of official library notices for system-wide distribution.

In buildings where bulletin boards are used for notices to employees, the Employer agrees to provide bulletin board space to be used by the Union for posting Union business only. This space shall be available at all times.

The Union shall have the right to reasonable use of the library delivery system for the distribution of its official notices, bulletins, and union business matters only.

Copies of all Union notices and bulletins which are to be posted shall also be sent to the Employer.

6.06 Other Information - Upon request from the Union, the Employer will provide the Union with any and all information allowed by the procedures set forth in all applicable local, state, and federal laws.

6.07 The Employer will send policy changes in computer format to a designated UAW person to disseminate to staff.

6.08 Prior to the start of the CADL Conference, the Union may set up a table at an appropriate location mutually agreed to by CADL and the Union. The table will be removed at the start of the conference. The Union may have signage at the table and may use it to distribute pens and pamphlets. The content of such pamphlets must be mutually agreed to by CADL and the Union at least 2 weeks in advance of each CADL Conference. The time spent at the table by the union representatives is unpaid time.

The Union will be acknowledged during the morning session of the CADL Conference and the Union employee leadership will be introduced at that time.

Article VII GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 A grievance is defined as a complaint, reasonably and sensibly founded, by any employee or group of employees within the bargaining unit, or by the Union, based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within seven (7) working days after the occurrence has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.
- 7.02 Grievance decisions not appealed by the employee or Union to the next step within the time limits shall be considered as settled according to the Employer's last answer. If an answer is not received within the time limits, the grievant(s) or Union may appeal the grievance to the next level. Any time limit in the grievance procedure may be extended by written mutual agreement of the parties.
- 7.03 Relative to the grievance that is being processed, an employee may request a Union representative at any stage of the grievance procedure.
- 7.04 A grievance may not be reinstated unless new information becomes available and the Employer agrees to the reinstatement. If the Employer agrees to have the grievance reinstated, the Employer will not be liable for any claim for damages, including, but not limited to, back pay claims, arising out of the grievance that either are already barred under the provisions of this labor Agreement at the time of the reinstatement of the grievance or that relate to the period between the date the grievance was originally disposed of through the date it was reinstated. It is further agreed that in consideration for the Employer reinstating such grievance, the Union and employee(s) involved will not pursue any claims for damages against the Employer in the grievance procedure or in any court, or before any federal, state or local agency. This clause shall not affect the binding arbitration procedure under Article 7.08 of this Agreement.
- 7.05 It is understood and agreed that no employee shall be penalized or denied promotion and/or transfer for utilization of the grievance procedure.
- 7.06 No grievance shall be filed by any employee after the effective date of their resignation.
- 7.07 For the purposes of this Article, a working day is defined as Monday through Friday, excluding days the Employer's Administrative Offices are closed.

7.08 An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

Step 1 Employees shall first meet with their supervisor to discuss the grievance orally with the objective of resolving the matter informally. The employees must specify to the supervisor that they believe they have a grievance, the specific provision(s) of the contract alleged to have been violated, and the facts pertaining to the alleged violation. Any informal resolutions will not establish a precedent throughout the Employer's organization. After the informal resolution, the supervisor will notify the Human Resources Director. The supervisor shall consult with the Human Resources Director on issues dealing with compensation and/or benefit interpretation before resolving the grievance informally.

Step 2 If the matter is not satisfactorily resolved at Step 1, the employee or Union representative may submit the grievance in writing to the Human Resources Director, within five (5) working days of the occurrence. The written grievance shall describe the nature of the complaint, the provisions(s) of the Contract allegedly violated, cited by Article and Section number, the dates the matter occurred, the name(s) of the employee(s) involved, other facts pertaining to the alleged violation, the remedy requested, and signed by the aggrieved employee(s). The Human Resources Director and Union representative shall discuss the grievance. The Human Resources Director shall respond in writing to the Unit Chairperson within ten (10) working days from receipt of the grievance.

Step 3 If the grievance is not resolved at step 2, the employee or Union representative may present the grievance to the Director or his/her designee within ten (10) working days from the Human Resource Director's response. The Director (or designee) and any persons she/he chooses shall meet within ten (10) working days with the UAW International Representative, Unit Chairperson (or designee) and the grievant(s). A written response to the UAW International Representative is due within ten (10) working days after this meeting. The employee(s) and Union representative may meet on the Employer's property for a reasonable period of time immediately preceding the meeting with the Director.

Step 4 (a) Arbitration - Any unresolved grievance may be submitted to arbitration within fifteen (15) working days after the Director's answer. A copy of the request will be sent to the Director by certified mail.

(b) Within ten (10) working days after receipt of such notice to arbitrate, the Union and the Employer shall agree upon a mutually acceptable

Arbitrator. If the parties do not agree within those ten (10) working days, a request for a list of five (5) Arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator.

- (c) The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall be at all times wholly governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as listed in Article 3. The Arbitrator shall have no authority to rule upon job descriptions, work assignments, classifications, work standards, or personnel requirements. The Arbitrator shall have no power to assume any other functions or responsibilities; or grant any right or relief for any period of time prior to the execution of this Agreement.
- (d) The Arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) working days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth the facts, reasoning and conclusions on the issues submitted.
- (e) The decisions of the Arbitrator shall be final and binding upon the Employer, the Union, and the grievant.
- (f) The cost of the Arbitrator's services, including expenses, if any, shall be borne equally by the Employer and the Union.
- (g) If either party disputes the arbitrability of any grievance the Arbitrator shall determine the arbitrability of the grievance prior to hearing the merits of the grievance. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision. In such cases the non-prevailing party as to the issue of arbitrability pays all the costs of the Arbitrator's services and the Arbitrator's expenses.

Article VIII SPECIAL CONFERENCE

- 8.01 A special conference for important matters may be arranged between the Union and the Employer upon the request of either party and at a time mutually convenient for the parties.

- 8.02 Such conferences shall be between selected representatives of the Employer and the Union. Arrangements for such conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting should be presented at the time the conference is requested. Each party may have up to five (5) representatives at the meeting unless mutually agreed upon to allow additional attendees. Special conferences shall be arranged and held within 15 working days, but this time may be extended for good cause shown or by mutual consent of the parties. Matters taken up at special conferences shall be confined to those included in the agenda except where mutually agreed upon by the parties. If a special conference is held during working hours, those employees who are members of the Union and who attend such conferences shall not lose time or pay.
- 8.03 The Union representatives may meet on the Employer's property for one-half (1/2) hour immediately preceding the conference.

Article IX DISCHARGE AND DISCIPLINARY ACTION

- 9.01 The Employer may adopt reasonable rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees. The Union will be notified of such rules and regulations.
- 9.02 The intent and purpose of the disciplinary procedure is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, subject to the following:
- (a) Nothing in this Article shall prevent the Employer or the Employer's designee from taking immediate and appropriate disciplinary action should it be required by the circumstances.
 - (b) The Employer or the Employer's designee shall give proper written notice to the employee of the action taken.
- 9.03 Disciplinary action shall be defined as oral reprimand, written reprimand, suspension with or without pay, and discharge.
- 9.04 Non-probationary employee(s) shall only be disciplined for just cause. The employee must receive a complete written copy of the disciplinary action prior to placing it in his/her file with a copy to the Union.
- 9.05 If requested, the Division Steward or other representative of the Union shall be present at the time disciplinary action is imposed unless immediate action is taken by the supervisor due to the critical or dangerous nature of the situation.

- 9.06 In imposing any disciplinary action, the Employer shall not take into account any prior infractions which occurred more than two (2) years previously except for harassment, theft, or false statement of a serious nature.
- 9.07 It is understood and agreed that this Article is not applicable to probationary employees.
- 9.08 CADL recognizes that Union employees are entitled to certain rights under NLRB v. Weingarten, 420 U.S.251 (1975). A summary of the Weingarten rights is attached hereto as Attachment #3.

Article X PROBATIONARY EMPLOYEES

- 10.01 All newly hired Technical employees shall be on probation for the first six (6) months after their commencement of work. All newly hired Professional employees shall be on probation for one (1) year after their commencement of work. During the probationary period an employee may be discharged or terminated without cause and without notice or recourse and without regard to this Agreement.
- 10.02 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment as set forth in Article 1 of this Agreement, but not for disciplinary or discharge matters except when issued for Union activity.
- 10.03 During the first year of employment with the Employer, written performance evaluations for all Professional employees will be completed at six and twelve months. All Technical employees will be evaluated by their supervisor at three and six month intervals. This section shall not override the Employer's ability to discharge an employee as indicated in Section 10.01 above.
- 10.04 The Employer shall notify the Union of all new employees hired for positions within the bargaining unit as soon as practicable but no later than thirty (30) days after the date of hire.
- 10.05 The Employer will notify the Union whenever a probationary employee is terminated. The Employer will also notify the Union of all probation extensions.
- 10.06 Probation will automatically be extended for any probationary employee who is granted an unpaid leave of absence by the length of the unpaid absence.
- 10.07 All probationary employees will receive benefits in accordance with this Agreement.

Article XI SENIORITY

- 11.01 The Employer will maintain two (2) seniority lists for each Division. One list will include all employees who work full-time (40 hours or more per week). The other list will include all employees who work part-time (less than 40 hours per week).
- 11.02 Seniority for full-time employees, upon completion of the probationary period, shall be defined to mean the length of the employee's continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved paid leave of absence periods, unless otherwise provided in this agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.
- 11.03 Seniority for part-time employees, upon completion of the probationary period, shall be defined as the length of the employees' continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). For part-time employees, continuous service is defined as time worked. Two thousand and eighty hours (2080) of time worked will constitute one year's seniority.
- 11.04 The seniority list will show the name, address, last four digits of Social Security number, date of hire, job classification, and seniority date for each employee in the unit. The employee shall notify both the Employer and the Union of any change of address.
- 11.05 Seniority ties will be broken by applying the last four (4) digits of the employee's Social Security number, with the highest number having the higher rank.
- 11.06 The Employer will provide the Union with a copy of the seniority list which shall be current as of the date of this Agreement, and with an updated copy at least once a year. The Employer will update the seniority list quarterly and will make it available to the Union upon request.
- 11.07 If an employee fills a position in a different Division, the employee's previous seniority shall be frozen in his/her previous Division and he/she will have a new seniority date. The employee's new seniority date will be changed to coincide with the date he/she began working in his/her new position in the new unit. If the employee is reassigned per Article 17 and the reassignment results in the employee being moved to a new bargaining unit or division, then the employee will retain their seniority from their initial date of hire in the new unit or division.

11.08 If an employee's status changes in the same bargaining unit from full-time to part-time or from part-time to full-time, the employee's previous time worked will be calculated based on the following definition:

1 year = 2080 hours of time worked (does not include overtime)

The employee will have a new seniority date on the appropriate list.

11.09 If an employee accepts a position outside the bargaining unit in a non-union position, their seniority will be frozen until he/she returns to the bargaining unit.

11.10 Notwithstanding their position on the seniority list, the Unit Chairperson and the Division Stewards shall, in the event of a layoff continue to work at all times, provided there is work available in their bargaining unit for which they are qualified. In addition, they shall be recalled to work in the event of a recall in the bargaining unit on the first open job in their unit in their classification for which they are qualified.

11.11 An employee will lose his/her seniority upon termination for any of the following reasons:

- (a) They resign;
- (b) They retire on a regular service retirement;
- (c) They are discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure set forth in this Agreement;
- (d) They do not return to work when recalled from layoff as set forth in the recall procedure (see Article 12 of this Agreement); or are laid off for a period equivalent to accrued seniority.
- (e) They are absent for three (3) consecutive working days without notifying the Employer unless subsequently excused for a valid reason. After such absence, the Employer will send written notification to the employee at their last known address that his or her employment has been terminated.
- (f) They fail to return from sick leave or any leave of absence, paid or unpaid, will be treated the same as (d) above;
- (g) They use a leave of absence for other than its intended purposes;

- (h) While on a leave of absence, they accept employment without prior written approval from the Employer.

Article XII LAYOFF AND RECALL

- 12.01 When anticipating layoffs, the Employer will inform the Union as soon as practicable. A special conference shall be arranged with the union to discuss the implications of the layoff.
- 12.02 Any initial probationary employee within an affected job description or classification will be laid off first.
- 12.03 Full-time (40 or more hours per week) non-probationary employees, with higher seniority, who are laid off may displace the least senior full-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.03.1 Within the Employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.2 Within the Employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
- 12.04 Part-time (less than 40 hours per week) non-probationary employee, with higher seniority, who are laid off may displace the least senior part-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.04.1 Within the employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.2 Within the employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.

- 12.05 Employees who are laid off first to a new position or subsequently to a lower classification will go on a 60 day trial period. Employees who are unsuccessful, in the sole discretion of management, during the trial period, will be laid off pursuant to the terms of this article.
- 12.06 An employee who exhausts the opportunities of 12.03 or 12.04 will be laid off.
- 12.07 When determining layoffs, all decisions regarding the qualifications of full-time and part-time employees will be at the discretion of the employer subject to the grievance/arbitration procedure.
- 12.08 An employee who is displaced into a lower classification will receive the lesser of the employee's current wage or the maximum of the next lower classification in which they are placed.
- 12.09 If possible, employees to be laid off for an indefinite period will have at least fourteen (14) calendar days' notice. Notice will be given to the employee in writing or will be sent by certified mail to the employee's last known address in their personnel file.
- 12.10 Eligibility for layoff benefits will be determined by unemployment compensation laws of the State of Michigan.
- 12.11 Notice of recall shall be sent by certified mail to the employee at his/her last known address. Employees will be recalled in reverse order of their layoff, provided the employee meets the educational and experience requirements of the position and they have the necessary qualifications to perform the duties of the position.
- 12.12 The Employer has no obligation to recall employees who were on probation when they were laid off.

Article XIII PROFESSIONAL DEVELOPMENT AND MEETINGS

- 13.01 The Employer recognizes its responsibility in encouraging the participation of all employees covered by this Agreement in the work of committees and task forces set up within the library outside of the employees' regular work assignments. The Employer shall strive to spread such participation as broadly as possible, with due regard to the employees' abilities and requirements of their regular jobs.
- 13.02 To support professional growth of employees covered by this Agreement, the Employer will conduct in-service training workshops when appropriate as

determined by the Employer. Suggestions from employees regarding in-service training programs are encouraged.

- 13.03 All decisions regarding release from work and/or excused absence to serve on a committee, participate in a meeting, or attend any other professional development function will be made by the Director or designee at his/her sole discretion.
- 13.04 The Employer will pay for an employee's time, to a maximum of ten (10) hours a day (including travel time for the time it normally takes to drive), registration fees and travel expense in accordance with the established travel policy of the Employer, to attend job-related conferences, workshops or courses which are approved for that employee in advance by the Director or designee.

The travel time should be calculated as the additional time needed to travel (drive) to the workshop from the employee's home or work location, whichever is closest to the employee's destination. The employee will be paid at their regular rate of pay.

All staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay the basic membership fee for the following employees only; Technical employees at the T4 level and higher, librarians, and other professional staff to join the Michigan Library Association.

- 13.05 The Employer will pay for an employee's time to a maximum of eight (8) hours a day (including travel time and mileage) to attend meetings not at their normal work location and required by CADL.

Article XIV EMPLOYEES AND OTHER PERSONS EXEMPT FROM AGREEMENT

- 14.01 Temporary Employees Temporary employees are hired to perform special tasks or to cover regular positions that are temporarily unfilled. A temporary position will not be filled for longer than six (6) months unless extended by mutual agreement.

If a temporary employee is hired directly by the Employer, and not through a temporary agency, that employee is subject to Article 5, Section 5.01 and will be paid for any CADL holidays (prorated) while working for CADL.

If a temporary employees is hired as a CADL employee, their time off accruals will be based on the first day of their temporary employment.

- 14.02 Contractual Employees All independent contractors (individuals or companies) retained by the Employer who have a particular expertise which is unique, certified, licensed, or the like. The Employer shall not contract out the current work and

responsibilities of bargaining unit employees if such contracting results in the layoff and/or permanent replacement of such employees.

- 14.03 Student Interns. Student interns, who are enrolled in a Masters of Library Science (MLS) or equivalent program, may perform basic level librarianship work for a limited period of time (usually the length of the school term). Student interns receive no pay or benefits for their work and will not replace current employees.
- 14.04 Volunteers. The Employer will establish a Volunteer Program to enhance its image in the community. Volunteers will be used based on library needs, volunteer availability, and skills/abilities. Volunteers may perform various duties such as: greeting patrons, handing out brochures, serving refreshments, shelving books, dusting shelves or cleaning, watering plants, landscaping and gardening, seasonal decorating, reading as a special program (not story times). In no event will volunteers displace bargaining unit employees. Volunteers will be given various assignments in the library and be subject to the volunteer policy.
- 14.05 Work-Study Students hired under the Federal Work-Study Program.
- 14.06 Substitute Employees Substitute employees may be hired to work as needed in a specific classification. Substitute employees will only be used to cover absent employees such as those on vacation, leave of absence, special tasks, temporarily unfilled positions, and other approved absences from the employee's workstation. Regular employees who act as substitutes must meet the hour requirement of their regularly scheduled location prior to substituting unless they have supervisory approval. Management has the right to add and delete employees to the substitute list as necessary. Regular employees can use substitute hours towards their accrual for paid time off.

Substitute employees may consist of current employees, former employees who separated in good standing, and external substitutes trained and authorized by the Employer.

When selecting a substitute to fill a vacancy to the extent possible, depending on the amount of advanced notice provided for branch or outreach shifts, the supervisors will offer available shifts first to current employees.

- 14.07 Current employees who act as substitutes will be paid at their current regular rate of pay unless the substitute shift is four (4) hours or longer and the current employee is substituting in a higher classification. If the shift is four (4) hours or longer, the current employee will receive their current rate of pay or the minimum of the higher classification, whichever is greater.

Article XV TEMPORARY ASSIGNMENTS

- 15.01 When a position is temporarily vacant, the Employer will discuss with the supervisor their staffing needs and may assign an employee to temporarily assume various responsibilities of another position.

- 15.02 An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher classification for more than twenty (20) working days shall be paid at either the entry level rate for the higher classification or 5% above his/her current rate, whichever is greater, provided the increase falls within the salary range of the new position. The pay increase shall be retroactive to the first day he/she started the temporary assignment.

- 15.03 An employee may be temporarily assigned to the work of any position in the same or lower classification and shall not suffer any loss of pay during the period of the temporary assignment.

- 15.04 A temporary assignment will not continue beyond ninety (90) consecutive calendar days unless otherwise mutually agreed between the parties.

- 15.05 An employee shall not be assigned more than one temporary assignment per calendar year unless otherwise mutually agreed between the parties.

Article XVI VACANCIES

- 16.01 Notices of job vacancies within the Employer will be posted both externally and internally at Headquarters and in each Branch. Copies of all such notices will be forwarded to the Union. However, the Employer reserves the right to reassign an existing employee into a vacant position without posting the position. If an opening is going to be filled by reassignment, the Employer will send an email to staff notifying them that the opening will be filled prior to the reassignment.

- 16.02 Employees interested in being considered and who believe they are qualified for the position must submit a completed application form to the Human Resources Office.

- 16.03 Selection to fill any job vacancy shall be based on ability to perform the job as reflected by the interview process, education, experience and training. A reference and background check on new union employees will be completed by the Human Resources Director. If the candidate is a current or former CADL employee, the employees' past performance appraisals will be considered. The Employer reserves the right to fill or not fill a vacancy.

16.04 Employees who are selected to fill any job vacancy will be on a Trial period for (5) months during which time they will be returned to their previous position if, at the sole discretion of the Employer, the Employee is unsuccessful during this period. This Trial period will not affect benefits. During this time, the employees' performance will be reviewed periodically by their supervisor.

16.05 Employees who are selected to fill a position in a higher salary grade shall receive the new salary classification minimum or an increase of at least 5% to their current salary, whichever is greater, provided the increase falls within the salary range of the new position.

Article XVII REASSIGNMENT

17.01 A reassignment is a lateral change within a job classification.

17.02 All employees are assigned to a department/location upon being hired and are subject to reassignment based on organizational needs as determined by the Employer.

17.03 An employee being reassigned will receive two (2) weeks' notice prior to the effective date of the transfer if the work schedule and location of the employee are affected.

17.04 When making reassignments, the Employer will consider any scheduling hardships caused by the reassignment and, whenever possible, allow employees some flexibility in their work schedules for a reasonable period of time.

17.05 Reassignment will not be used as a means of discipline against an employee. An employee who is reassigned will be on a trial period for five (5) months and may be reassigned to another position if unsuccessful. CADL will make a reasonable effort to find a suitable position for the employee.

Article XVIII WAGE INCREASES AND CLASSIFICATION DESCRIPTIONS

18.01 All new employees will be assigned a job title and a classification upon being hired.

18.02 The starting pay rate for new employees will be within their classification pay range and based on their education and experience as determined by the Employer.

18.03 Table I, which is attached hereto, lists the current classification, job titles, and salary ranges for each position.

18.04 WAGES

2023 -Technical Employees will receive a 3% base wage increase on January 1st

2023 -Professional Employees will receive a 3% base wage increase on January 1st

2024 -Technical Employees will receive a 3% base wage increase on January 1st

2024- Professional Employees will receive a 3% base wage increase on January 1st

2025 -Technical Employees will receive a 3% base wage increase on January 1st

2025 -Professional Employees will receive a 3% base wage increase on January 1st

2026- Technical Employees will receive a 3% base wage increase on January 1st

2026 -Professional Employees will receive a 3% base wage increase on January 1st

18.05 On January 1st of 2023, each employee will receive the following one time increase to their base wage based on their years of service in a union position at CADL:

0 -5 years of service =.5%

6 -10 years of service = 1 %

11 – 15 years of service =1.5%

16 – 20 years of service =2.0%

21 – 25 years of service =2.5%

18.06 Pay Ranges Any pay increase will be included in the employee's salary unless the employee's pay rate has exceeded the salary range maximum. If the employee's pay rate exceeds the maximum salary level for their position, the increase will be given in the form of a lump sum. Exceptions will be made for employees listed in Memo of Understanding #3.

18.07 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.

18.08 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.

18.09 There will be a job description for each position in the bargaining unit. These descriptions are located in the Human Resources Office. A copy will be forwarded to any employee upon request.

- 18.10 Permanent procedural and/or substantive changes to the customary duties to be performed by an employee in the bargaining unit will require an updated job description and will be discussed with the Union as they are updated.

Article XIX NEW POSITIONS AND CLASSIFICATIONS

- 19.01 A new position shall be defined as a position which was not previously authorized by the CADL Board. All new positions within the bargaining unit shall be discussed with the Union as a matter of information prior to the job being posted.
- 19.02 New classifications and/or changes in classification shall be discussed with the Union as a matter of information prior to implementation.
- 19.03 In the event the Union disagrees with the classification of a new position, changes in a classification, or the pay rate of such, the Union may discuss its concerns with the Human Resources Director. If there is no resolution at that meeting, the Union may discuss it with the Executive Director. The decision of the Director is final.
- 19.04 Regardless of the source of funding to pay for any position, if the position falls within the scope of the classifications represented by the Union, the provisions of the Union contract shall apply. Positions funded from outside sources will terminate upon the expiration of the funding.

Article XX PERSONNEL FILES

- 20.01 An Employee who wishes to view the contents of his/her personnel file may, at any time, make a written request to the Human Resources Director. The Human Resources Director will arrange for the employee to view his/her personnel file. The employee may also make a written request for a photocopy of the contents of his/her personnel file. The Human Resources Director will make those copies available to the employee.
- 20.02 The materials in an employee's personnel file shall not be shown to anyone other than the Human Resources Office and the Administrative staff without informing the employee.
- 20.03 Management will assure locked files are available at all Employer locations for maintaining personnel related employee information.
- 20.04 The Employer shall make available a form for employees to list other locations in which they might like to work and other information regarding their backgrounds,

courses taken, and special interests and skills. Such forms shall be maintained by the Human Resources Director.

Article XXI WORKING HOURS

- 21.01 The normal work week for full-time employees shall be a week of forty (40) hours. The work week begins at 12:00 midnight on Friday and ends at 12:00 midnight on the Friday one (1) week later. Part-time employees are those employees who are regularly scheduled to work less than forty (40) hours per week.
- 21.02 Employees may not work more than six (6) hours without taking an unpaid lunch/dinner break. This unpaid break will be a minimum of ½ hour and a maximum of 1 hour based on the needs of the library. At the discretion of the Library Head or designee, or Supervisor this requirement may be waived.
- 21.03 Employees who are scheduled to work a shift of four hours and less than six hours will be entitled to one paid fifteen (15) minute break period. Employees who work a shift of six to eight hours or more are entitled to a second paid fifteen (15) minute break period. Break periods must be incorporated within the shift and may not be used at the beginning or end of a shift or at the beginning or end of a lunch/dinner break. Break periods are optional but do not accumulate if not taken.
- 21.04 It is understood that the Employer will make a reasonable effort to make it possible for employees to have uninterrupted rest (15 MIN) and meal breaks (30 MIN). However, exceptions may be made when staffing levels require employees to remain in the building. Employees required to remain in the building during their break will be paid for that time at their regular rate of pay. If an employee is required, to remain in the building during their meal break by their supervisor, it must be noted on their time card.
- 21.05 Part –time Technical, Clerical and Para-Professional employees cannot be scheduled and cannot work ten (10) or more 8-hour days per month without the prior approval of the Human Resources Director.
- 21.06 The decision to close a library can only be made by the Executive Director or designee based on factors such as loss of power, water, extreme weather conditions, or other extreme circumstances that involve the health or safety of employees or patrons.
- 21.07 If the library has an unscheduled closing and staff are sent home, all staff scheduled for that day will be paid for their scheduled hours lost due to the closing.
- 21.08 The work schedule of each employee is the sole responsibility of the Employer and will be set to provide the best possible service to the public.

Article XXII OVERTIME

- 22.01 Under the law, within each bargaining unit, only non-exempt employees are entitled to overtime pay for hours actually worked in excess of forty (40) hours during the work week.
- 22.02 Exempt employees are professional employees who are expected and required to work the hours necessary to accomplish their assigned duties. Such work may require hours worked in excess of the standard work week. Such additional work need not be compensated.
- 22.03 Exempt employees may earn equal compensatory time for any time worked in excess of the number of hours for which they were hired per pay period provided the excess time is approved in advance by the Executive Director or designee. Compensatory time may accumulate up to forty (40) hours (prorated for part-time employees) but may only be used with the advanced approval of the employee's supervisor. Employees may be authorized to work in excess of the hours for which they were hired in a pay period as long as their total accumulation of compensatory time does not exceed forty (40) hours (prorated for part-time employees)
- 22.04 A non-exempt employee who actually works in excess of forty (40) hours in a work week, shall be entitled to compensation at one and one-half times his/her regular rate of pay. Overtime must be authorized in advance by the Executive Director or designee.
- 22.05 When an employee is required by a supervisor to return to work in excess of their regular shift, the employee shall be guaranteed at least two (2) hours of work at his/her regular rate of pay.
- 22.06 Unauthorized work performed away from the place of employment is voluntary on the part of the employee and therefore shall not be construed as overtime within the meaning of this provision.

Article XXIII HOLIDAYS

- 23.01 Employees shall be paid for eleven (11) holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth
Independence Day

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

23.02 Part-time employees will receive Holiday pay on a prorated basis.

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	2 hours Holiday Pay
15 per week	3 hours Holiday Pay
20 per week	4 hours Holiday Pay
25 per week	5 hours Holiday Pay
30 per week	6 hours Holiday Pay

23.03 Should a holiday fall on a Saturday or Sunday, the Employer will designate Friday or Monday as the holiday.

23.04 The Library will also be closed five additional days, Easter Sunday, the Saturday and Sunday before Memorial Day and the Saturday and Sunday before Labor Day. These are not paid holidays but additional time off.

23.05 Holiday pay will not be paid during a week when an employee has any unpaid time.

23.06 When an employee is normally scheduled to work more hours of a Holiday than hours allowed for the Holiday pay, the employee will have the choice to either make up the hours during the pay period or use paid time off to cover the hours.

23.07 In recognition of the need to provide public service to our library patrons, the library drop boxes will remain unlocked during the holidays and system-wide closed days. Public service employees will be asked to volunteer to empty the drop boxes at those branches where the Library Head determines the box needs to be emptied. If no volunteers are found then employees will be scheduled on a rotating basis.

No employee will be scheduled to work more than two (2) hours on a holiday or system-wide closed day including travel time. Any employee who works on a holiday or system wide closed day will be paid at two (2) times their regular rate of pay.

Any staff member may choose to work fewer hours in lieu of being paid for this time at a rate of one (1) hour of work = two hours of time off for hours worked.

Article XXIV VACATIONS

24.01 All vacation requests must be made in writing and normally be submitted to the employee's supervisor at least one (1) week in advance. However, employees are encouraged to submit vacation requests of one week or more at least one month in advance in order to maximize the opportunity for approval. The supervisor will determine whether to grant any vacation request based first on the needs of the library and second on the wishes of the employee.

24.02 Vacation time may not be taken in less than 15-minute segments.

24.03 Full-time employee must have a total of eighty (80) hours paid time in a pay period to accrue vacation. All other employees earn vacation at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

24.04 The annual vacation allowance for full-time Bargaining Unit Employees shall be based on the following accrual rate and credited to the employee's vacation bank:

1st Year:	3.0770 hours per pay period up to 10 days
2nd Year:	3.3847 hours per pay period up to 11 days
3rd Year:	3.6924 hours per pay period up to 12 days
4th Year:	4.0000 hours per pay period up to 13 days
5 th Year:	4.6154 hours per pay period up to 15 days
6 th Year:	4.9231 hours per pay period up to 16 days
7 th Year:	5.2308 hours per pay period up to 17 days
8 th Year:	5.5385 hours per pay period up to 18 days
9 th Year:	5.8462 hours per pay period up to 19 days
10 th Year and above:	6.1539 hours per pay period up to 20 days.

24.05 Current full-time employees who accrue vacation at a higher rate will continue to accrue at the higher accrual rate.

24.06 Part-time employees will accrue vacation on a prorated basis. As outlined in attachment #1.

24.07 Full-time employees having over two hundred and forty (240) hours of unused sick leave may convert up to a maximum of eighty (80) hours of sick leave into vacation leave at a rate of sixteen (16) sick hours to eight (8) vacation hours as long as their sick hours do not fall below a total of two hundred and forty (240) hours. This conversion can be done annually but not within 30 days of an employee's resignation

or retirement. Part-time employees-eligible for conversion on a prorated basis as outlined in attachment #2.

24.08 Vacation allowances may be accrued to a maximum of two Hundred and forty (240) hours. No additional hours will accrue. Vacation allowances will be prorated for part-time employees.

24.09 Part-time staff (25 hours per or less) whose vacation banks are greater than three (3) weeks may cash out one week of vacation per calendar year. Eligible part-time employees may not cash out less than one full week of time each year and the payment will be reduced by all required deductions. Requests to cash out one week must be made in writing to the Human Resources Office and will be processed within 30 days.

24.10 Vacation time will not accumulate during the period of time any employee is absent from work without pay or during a disability leave of absence, or during unpaid leaves of absence except for pre-approved union business.

24.11 Upon resignation or dismissal, any accrued vacation will be paid out for up to five weeks (200) hours to any employee who has worked for more than one hundred eighty (180) calendar days. This amount is prorated for part-time employees.

24.12 No employee shall use vacation leave on their last day of employment.

Article XXV PERSONAL LEAVE

25.01 All full-time employees are entitled to two (2) personal days per year for personal business and non-illness emergencies. These employees will be credited with 16 hours annually on January 1st. New full-time employees hired after July 1st will be given eight (8) hours in the first year.

25.02 The hours must be used in the calendar year in which they are earned or they are lost. In the event the employee leaves full-time employment before this time is used, he/she will not be entitled to be paid for this time. Personal leave may not be taken in less than fifteen-minute segments.

25.03 Part-time employees will receive personal time on a prorated basis.

25.04 Personal leave may be taken only with the permission of the department head or supervisor. Three (3) days prior notice may be required at the department or supervisor's discretion except in cases of emergency.

25.05 Personal leave is provided for legitimate business, professional, and family obligations that an employee regularly encounters which cannot be met outside of the employee's workday.

No employee shall use personal leave on their last day of employment

Article XXVI LEAVES OF ABSENCE

Leaves without pay

26.01 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

Leave pursuant to the FMLA for serious illness, birth or adoption of a child or for a covered family member's active duty or call to active duty in the Armed Forces is available for eligible employees. Employees who have been employed by CADL for at least one year and who have worked at least 1250 hours during the previous 12 months are eligible for up to 12 weeks of unpaid leave. During this absence from work, the employee is entitled to continuation of health care benefit coverage.

Employees must first use all available sick, vacation, and personal leave to cover such leave, except that full-time employees may reserve 16 hours of vacation and part-time employees may reserve 8 hours of vacation.

Employees qualifying for an FMLA leave must provide notice to the Human Resources Department. The employee will be responsible for having their health care provider complete a certification form.

The leave may be extended to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent, or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating.

Questions concerning FMLA leave should be referred to the Human Resources Office.

26.02 A leave without pay for full and part-time employees may be granted at the sole discretion of the Executive Director for extended illness of the employee or the employee's family member, for extended travel, for study or for other special reasons if it does not interfere with the operation of the library system. Any request for such leave shall be submitted in writing to the Director at the earliest possible time. No employee may work less than their normal work schedule without using vacation, sick, personal leave, funeral leave or an unpaid leave of absence. The decision to grant or not grant an unpaid leave of absence is not grievable unless the unpaid leave is an FMLA leave or a union lave specified in Article 6.04.

26.03 The employee may pay the entire cost of his/her health insurance coverage while on leave for a period up to eighteen (18) months. Payment for each month's coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.

26.04 The Library will hold a position for an employee on an approved leave of absence (other than FMLA) for the first sixty (60) calendar days of such leave.

26.05 In cases of FMLA or medical leave, seniority will continue to accrue for one year after all paid leave is exhausted. In all other leave of absences longer than one (1) month, seniority is frozen and does not accrue. If necessary the Employer reserves the right to hire a temporary employee to perform the duties of the absent employee during their leave without regard to time limitations.

26.06 It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on a leave of absence, unless agreed to by the Director. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.

26.07 Military leave will be granted in accordance with applicable state and federal law.

26.08 The Library will comply with the provisions of the Veterans' Re-employment Rights Act. Any claimed violation will not be subject to the grievance procedure of this collective bargaining agreement.

Leaves with pay

26.09 Bereavement Leave

(a) A full-time employee shall be allowed up to five (5) working days leave with pay, not to be deducted from sick leave, in the case of a death of a legally married spouse, domestic partner, child, stepchild, parent, step parent, or a legal guardian

(b) A fulltime employee shall be allowed up to two (2) working days with pay, not to be deducted from sick leave in the case of a death of a sister, brother, uncle, aunt, grandparent, or grandchild, mother-in law, father-in law, sister-in-law, brother –in-law, son in –law, daughter in-law, legally married spouse's or domestic partner's grandparents, niece, nephew, niece-in-law and nephew-in-law.

- (c) Absences for funerals of persons other than those mentioned in 26.11 a, may be allowed under vacation, sick or personal leave subject to supervisory approval.
- (d) Part-time employees-will receive funeral leave on a prorated basis.
- (e) Time off for funeral leave may be extended using vacation, sick and personal leave time.

26.10 Reserve Duty Leave – Full-time employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference, for up to two weeks per year, between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted to the Human Resources Office.

26.11 Employees accrue seniority during a paid leave of absence.

26.12 The Director or designee may approve a paid administrative leave of up to three (3) days for any employee who as experiences or witnessed a particularly difficult or disturbing event in the course of their work. Counseling may be made available by the Employer to assist the employee’s return to work.

Article XXVII SICK LEAVE

27.01 All full-time employees earn sick leave credit at a rate of four (4) hours at the completion of each pay period when 80 hours of time is recorded on the time record including holiday time, vacation time, personal time, sick time and hours worked. All other employees earn sick leave, on a prorated basis, at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

27.02 The following is the accrual rate:

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	1 hour per pay period
15 per week	1.5 hours per pay period
20 per week	2 hours per pay period
25 per week	2.5 hours per pay period

Hours regularly scheduled to work is defined by the number of hours per week the employee was hired to work. This does not include any additional hours the employee may or may not work during a pay period.

27.03 Employees who are regularly scheduled to work hours which are not illustrated above use the following formula to determine their accrual rate:

$$\# \text{ of hours regularly scheduled} / 80 \times 4 = \text{hours accrued per pay period}$$

27.04 Sick leave credit may be accumulated to a maximum of 130 days (1040 hours). No additional hours will accrue. This amount will be prorated for part-time employees and those listed in the Memo of Understanding #1 dated September 27, 2004.

27.05 Sick leave credit may not be used in less than 15-minute segments.

27.06 When an employee is unable to report to work as assigned, he or she must contact his or her supervisor one hour prior to the beginning of each scheduled workday unless extreme physical circumstances due to illness or injury prevent such contact. If the supervisor is not available, and the employee is not a public service employee, he/she may leave a message on the supervisor's voicemail. Public service employees must speak to their supervisor or the person in charge of the library. If they are unable to reach their supervisor or the person in charge, the employee must speak to another person at their branch and the Senior Associate Director of Public Service.

27.07 When the use of sick days extends beyond three (3) consecutive working days, the employee may be required to furnish the Library with a statement of an attending physician. It is within the discretion of the employee's supervisor to require documentation concerning illness resulting in absences of less than three days.

27.08 While on paid sick leave, an employee will be deemed to be on continued employment for the purpose of computing benefits. Employees who have used their paid leave balance and do not have approval for other paid leave or an unpaid leave of absence will be considered unexcused and will be disciplined.

27.09 Sick leave may only be used for absences due to illness or to care for members of the employee's immediate family, when necessary or to extend funeral leave per Article 26.09. The immediate family shall include legally married spouse, children, parents, sister, brother or any member of the employees' household or any person who stands "in loco parentis."

27.10 Employees who routinely exhaust their sick leave balance or are suspected of abusing or misusing sick leave for things other than the intended purpose will be investigated for abuse of sick leave. The employee may be required to submit a medical certification from their physician before paid sick leave is granted. Employees who are found to be misusing or abusing sick leave will face discipline.

- 27.11 At the request of their supervisor, employees may be required to provide a doctor's statement prior to returning to work to verify the employees' fitness for duty.
- 27.12 Employees using sick leave on the first working day prior to a holiday or scheduled vacation or the first working day immediately following a holiday or scheduled vacation may be required to provide a doctor's statement.
- 27.13 Any unused and accumulated sick leave will be lost when the employee resigns, retires or is terminated by the Employer.
- 27.14 If an Employee transfers to part-time employment, any unused and accumulated sick leave earned during full-time employment shall be credited to their sick bank.
- 27.15 The Employer may allow sick time donations within its discretion. Any decision by the Employer shall not be grievable. If a request for donating sick time is approved by the Employer the following procedure will be followed:
- (a) The maximum time an employee may donate shall be 24 hours per person needing donated hours per rolling year. This time must be in no less than 8-hour increments. (A rolling year is defined as the time from when hours are first donated to an individual until one calendar year from that date.)
 - (b) The list of donating employees will be arranged in alphabetical order of last name from "a" to "z" and "z" to "a" on an alternative basis for each separate donation.
 - (c) The donated time will be taken from sick time or vacation time accumulations at the request of the donating employee.
 - (d) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
 - (e) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
 - (f) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have a total of sick and vacation accumulations of 240 hours.
 - (g) This Article applies to part-time employees on a pro-rated basis.

Article XXVIII JURY DUTY

- 28.01 Any employee who receives a jury duty interview and appearance notice shall inform the Employer as soon as possible of such notice. Employees will be excused for the length of their jury duty.
- 28.02 Employees are expected to report to work when temporarily excused from jury duty on any particular day.
- 28.03 Employees shall receive regular pay for their scheduled work time during their approved jury duty leave of absence, but must endorse or pay to the Employer the compensation received for jury duty
- 28.04 To be eligible for regular pay while on jury duty, employees must also furnish the Employer with a copy of the jury duty notice and the check stub indicating the dates for which jury pay was received.
- 28.05 Mileage payments may be retained by the employee. Employees may keep jury duty pay when duty is performed during unscheduled work time.

Article XXIX BENEFITS

- 29.01 The Employer will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential co-pays for both the Employer and employees. The Employer will provide the Union with new health care premium rates as soon as they are available.
- 29.02 The Employer will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition provides options of health plans, the Employer will maintain the current plan or provide another health plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.03 Upon the ratification of this contract, the Employer will offer the prescription drug plan offered through the Health Coalition. In the event that the Health Coalition provides options of prescription drug plans, the Employer will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.04 The Employer will institute the Employer CAPS established by the State of Michigan for public employers. Employees will be responsible for paying the cost of the health insurance premium above the cap. Each year, the Employer will evaluate and

determine if continuing with the CAPS or moving to the 80/20 split method is mutually cost effective for both parties.

29.05 An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two person, and single subscriber) directly to the employee as a taxable compensation. The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

Employees losing medical coverage from another source shall notify the Human Resources Director immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

29.09 Dental Benefits – The Employer shall provide dental insurance for regular full-time employees and their legal dependents on the first of the month as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-

<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
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Bridges, Partials And Dentures	50%	50%
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<u>Class IV Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
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Orthodontics	50%	50%
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Payment under this provision is limited to ONE THOUSAND DOLLARS (\$1000) maximum per person per calendar year for Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1000 per eligible person.

29.10 Vision – The Employer shall provide vision insurance to regular full-time employees and their legal dependents on the first of the month. The coverage is as follows:

Standard Eye Examination and Glasses

- Eye Examination Once each 12 months from last date of service.
Examination covered in full less \$10.00 co-pay.
- Spectacle Lenses 1 each 24 months from last date of service
- Frames 1 each 24 months from last date of service
Maximum allowance of \$150

There is a \$25.00 co-pay for lenses and/or frames.

- Contact Lenses – Eye examination covered less \$10.00 co-pay.
Elective Maximum allowance of \$130

Medically Necessary Covered in full under certain conditions.

29.11 Life Insurance – The Employer shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time employees effective the first day of the month following the date of hire.

Employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by

the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with the Employer's requirements.

29.12 Medical Expense Reimbursement Account - All regular full-time employees are eligible to participate in a Medical Expense Reimbursement account . During open enrollment period, employees can reduce pre-tax compensation by up to the maximum allowed by law per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

29.13 Dependent Care Account – All regular employees are eligible to participate in a Dependent Care Reimbursement Account. Employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

29.14 Deferred compensation –

All employees may participate in the MERS 457 Supplemental Savings/Deferred Compensation Plan. This plan is a payroll deduction savings plan that allows employees to set aside money from their paycheck and have the taxes deferred until a later date, usually retirement. For complete details, a pamphlet is available from the Human Resources Office.

Part-time employees will be automatically enrolled in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan and will receive the following deposits into their account:

January 1 st of each year (2023- 2026)	\$75
July 1 st of each year (2023 – 2026)	\$75

Newly hired part-time employees will receive the \$75 deposit at their next interval (January or July) after their date of hire.

Monies in the account will be managed by the employee and upon termination of employment, the employee will be eligible for their full account balance.

29.15 The Employer retains the right to unilaterally change the method of providing insurance, including changing carriers, and funding the benefits herein and not participating with the Ingham County Health Care Coalition. The benefits provided shall meet the minimum requirements set forth in this Article. The Employer may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and

condition of employment, and the Employer is free to unilaterally change these benefits to those benefits minimally required.

- 29.16 The Employer reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Employer may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.
- 29.17 All insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures.
- 29.18 Full-time employees who are terminated, laid off or go on an unpaid leave of absence are eligible for up to 18 months of Cobra coverage and must assume the full cost of such premiums commencing the first full month following their termination, layoff, or commencing with their leave of absence.
- 29.19 All employees must participate in direct deposit or must sign up for the CHASE-VISA card provided through our payroll provider.
- 29.20 Parking, at a location of the Employer's choosing, will be paid by the Employer for employees whose work location is the Downtown Library or for other employees who visit the Downtown Library for work related purposes.
- 29.21 By a joint written agreement, the parties may amend this article and reduce the benefits covered under this Article.
- 29.22 Management will establish a Joint Health and Safety Steering Committee. The Committee will be comprised of The Director of Operations, The Director of Human Resources and at least one member of the union as mutually agreed to between the Union and Employer. The Committee will address health and safety concerns and make recommendations for resolutions to the Executive Director.

Article XXX SAVINGS CLAUSE

- 30.01 If any article or section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be enjoined by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article XXXI RETIREMENT

- 31.01 Employees shall be covered by the Municipal Employees Retirement System (MERS). The Employer and Employees shall abide by all the terms and conditions of that plan.
- 31.02 All Technical, Clerical and Para-professional employees who work 10 eight-hour days per month and all Professional employees who work 10 four-hour days per month qualify for retirement benefits under this plan.
- 31.03 The Employer will contribute 8% of each eligible employee's gross salary per year to either a MERS Defined Benefit Plan or a MERS-ICMA Defined Contribution Retirement Plan. Employees understand they will be responsible for any additional amount owed above the 8% contribution. These Employees' contribution may vary from year to year.
- 31.04 All new eligible employees will receive a Defined Benefit as follows;
 - Non-Professional employees: B-2, V-10, FAC5 w/ F55 (20 years)
 - Professional employees: B-2, V-10, FAC5, E-2
- 31.05 Employees in the Defined Contribution plan are vested after one (1) year of continuous service to the Employer. Any employee who terminates his/her employment prior to completing one (1) year of service loses all rights to this benefit.
- 31.06 Employees in any Defined Benefit plan will be subject to all vesting and eligibility requirements outlined in the plan.
- 31.07 All eligible employees who enroll in the MERS Defined Benefit plan hereby authorize the Employer to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.
- 31.08 All unused and accumulated vacation time will be paid to any full-time employee upon their retirement. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.
- 31.09 Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with the Employer, shall not be entitled to any health benefits from the Employer or any other benefits from the Employer as described in Article 31 of this Agreement.

Article XXXII DURATION, MODIFICATION AND AMENDMENTS

32.01 This Agreement shall be effective on January 1, 2023 and shall continue in full force and effect through December 31, 2026.

32.02 The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60) days but not more than ninety (90) days prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

32.03 During the life of this Agreement either party may propose an amendment to the Agreement, and parties must mutually agree to reopen this contract to consider the proposed amendment. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Article XXXIII PAST PRACTICES AND OTHER AGREEMENTS

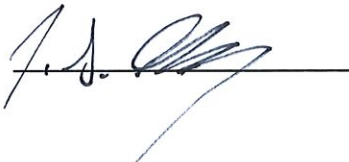
33.01 There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. The policies and/or practices of any other employer (or past employer) shall not be binding on the Employer.

33.02 This Agreement embodies all the obligations between the parties evolving from the collective bargaining process.

33.03 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject and matter referred to in this Agreement, even though such subject or matter may or may not have been within the knowledge or contemplation of either or both parties at the time that they negotiate or sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.


Capital Area District Library



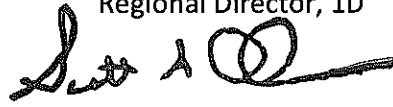
United Auto Workers



Jeff Croff, Chairperson


Debora Bloomquist, Secretary

Steve Dawes
Regional Director, 1D

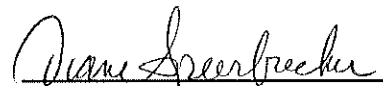


Scott Dedic, UAW International
Staff Representative


Heather Goupil, Bargaining
Committee



Deborah Ketchum, Bargaining
Committee



Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #1

The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand that a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2005, allow the educational requirements of the current position of the following individuals to be waived only for the purposes of Article 12 Layoff and Recall:

Name	Current Position
Harriet Chesley	Library Assistant
Rose Marshall	Library Assistant

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library

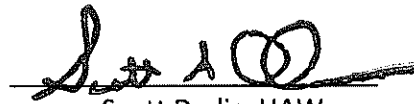


Jeff Croff, Chairperson

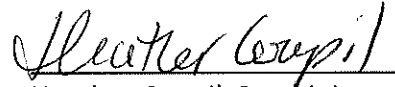


Deboral Bloomquist, Secretary

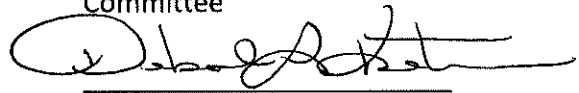
United Auto Workers



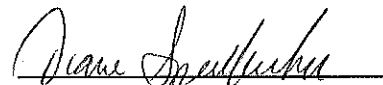
Scott Dedic, UAW
International Representative



Heather Goupil, Bargaining
Committee



Deborah Ketchum, Bargaining
Committee



Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #2


The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand Article 11 Seniority section 11.07 of a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2016 applies to the following CADL employees:

Mark Neese


This change will be made retroactively for the above employees. Any additional employees who are not listed and are made known will be discussed with the union and added if mutually agreed to.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library




Jeff Croff, Chairperson



Debora Bloomquist, Secretary


United Auto Workers




Scott Dedic,
UAW International
Representative



Heather Goupil, Bargaining
Committee



Deborah Ketchum, Bargaining
Committee



Diane Speerbrecker, Bargaining
Committee

Memo of Understanding - #3

The Employer, Capital Area District Libraries (CADL) and the Employees of CADL represented by the UAW Local 2256, hereby agree and understand that on January 1, 2023, the following individuals named below will receive their negotiated longevity payment (Article 18) which increases their base wage. It is further agreed the increased base salary for the below employees will be paid for the life of this contract and/or until December 31, 2026, even if the employee's pay rate exceeds the salary range maximum. The following employees will not receive a lump sum payment as provided in Article 18.05 based on this longevity pay increase for the life of this contract and/or until December 31, 2026.

P4	Melissa Cole	Regional Library Head
P3	Cheryl Lindemann	Selection Specialist
T4	Linda Bissell	Acquisitions Head
T4	Joye Judy	Library Assistant
T4	Harriet Chesley	Library Assistant
T4	Rose Marshall	Library Assistant
T4	Mark Buzzitta	Library Assistant
T4	Wanda Finney	Library Assistant
T4	Diane Warfield	Library Assistant
T2	Tracey Worman	Library Clerk
T2	Diane Speerbrecker	Library Clerk
T2	Zarada Larive	Library Clerk
T2	Timothy Hart	Delivery Driver
T2	Lisa Gewirtz	Acquisitions Clerk

This exception to Section 18.05 is for the above-named employees only and will not apply to any other employees for the life of this contract and/or until December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library



Jeff Croff, Chairperson

United Auto Workers



Scott Dedic,

Debra Bloomquist
Debra Bloomquist, Secretary

UAW International Representative

Heather Goupil

Heather Goupil, Bargaining
Committee

Deborah Ketchum

Deborah Ketchum, Bargaining
Committee

Diane Speerbrecker

Diane Speerbrecker, Bargaining
Committee

Attachment #1

VACATION ACCRUAL RATE

<u>Hours per week</u>	<u>10 hr/week</u>	<u>15 hr/week</u>	<u>20 hr/week</u>	<u>25 hr/week</u>	<u>30 hr/week</u>
1st Year	0.7693	1.1539	1.5385	1.9231	2.3078
2nd Year	0.8462	1.2693	1.6924	2.1154	2.5385
3rd Year	0.9231	1.3847	1.8462	2.3078	2.7693
4th Year	1.0000	1.5000	2.0000	2.5000	3.0000
5th Year	1.1539	1.7308	2.3077	2.8846	3.4616
6th Year	1.2308	1.8462	2.4616	3.0769	3.6923
7th Year	1.3077	1.9616	2.6154	3.2693	3.9231
8th Year	1.3846	2.0769	2.7693	3.4616	4.1539
9th Year	1.4616	2.1923	2.9231	3.6539	4.3847
10th Year and above	1.5385	2.3077	3.077	3.8462	4.6154

Attachment #2

**SICK LEAVE TO VACATION LEAVE
CONVERSION**

Hours per week	Must Have in Sick Leave Bank	Conversion	Max Annual Conversion
10 hr/week	60 hours	4 hrs sick = 2 hrs vac.	20 hrs sick = 10 hrs vac.
15 hr/week	90 hours	6 hrs sick = 3 hrs vac.	30 hrs sick = 15 hrs vac.
20 hr/week	120 hours	8 hrs sick = 4 hrs vac.	40 hrs sick = 20 hrs vac.
25 hr/week	150 hours	10 hrs sick = 5 hrs vac.	50 hrs sick = 25 hrs vac.
30 hr/week	180 hours	12 hrs sick = 6 hrs vac.	60 hrs sick = 30 hrs vac.

Attachment #3

Weingarten Rights

Any employee who is asked to meet with a supervisor or other member of Management Team for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by a union representative if requested by the employee.

After the employee makes the request, the employer must choose one of the following options:

- Grant the request and delay questioning until the union representative arrives and has had a chance to consult privately with the employee;
- Deny the request and end the interview immediately
- Give the employee a choice of having the interview without representation or ending the interview.

If the employer denies the request for union representation and continues to ask questions, the employee has the right to refuse to answer. The employer may not discipline the worker for such refusal

	2023		2024		2025		2026	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
3% increase each year								
T6	\$ 21.33	\$ 29.86	\$ 21.97	\$ 30.76	\$ 22.63	\$ 31.68	\$ 23.31	\$ 32.63
Head of Circulation	\$ 44,366.12	\$ 62,107.95	\$ 45,697.10	\$ 63,971.19	\$ 47,068.02	\$ 65,890.33	\$ 48,480.06	\$ 67,867.04
T5	\$ 19.35	\$ 26.83	\$ 19.93	\$ 27.64	\$ 20.53	\$ 28.47	\$ 21.14	\$ 29.32
Online Content/Social Media Coord Marketing & Communications Coordinator Computer Tech	\$ 40,249.04	\$ 55,809.49	\$ 41,456.52	\$ 57,483.77	\$ 42,700.21	\$ 59,208.28	\$ 43,981.22	\$ 60,984.53
T4	\$ 15.77	\$ 21.85	\$ 16.24	\$ 22.51	\$ 16.73	\$ 23.18	\$ 17.23	\$ 23.88
Library Assistant	\$ 32,799.90	\$ 45,451.62	\$ 33,783.89	\$ 46,815.17	\$ 34,797.41	\$ 48,219.63	\$ 35,841.33	\$ 49,666.22
Acquisition Head TS Assistant Facilities Tech Local History Assistant Mobile Library Assistant MELCAT Assistant								
T2	\$ 13.77	\$ 19.09	\$ 14.18	\$ 19.66	\$ 14.61	\$ 20.25	\$ 15.04	\$ 20.86
Library Clerks	\$ 28,637.83	\$ 39,705.14	\$ 29,496.97	\$ 40,896.29	\$ 30,381.88	\$ 42,123.18	\$ 31,293.33	\$ 43,386.88
TS Clerk Delivery Driver Outreach Clerk Mobile Library Clerk								
3% increase each year								
P4	\$ 33.67	\$ 42.08	\$ 34.68	\$ 43.34	\$ 35.72	\$ 44.64	\$ 36.79	\$ 45.98
Regional Library Head	\$ 70,033.88	\$ 87,519.16	\$ 72,134.90	\$ 90,144.74	\$ 74,298.94	\$ 92,849.08	\$ 76,527.91	\$ 95,634.55
Head of Community Outreach								
P3	\$ 31.34	\$ 39.19	\$ 32.28	\$ 40.36	\$ 33.25	\$ 41.58	\$ 34.25	\$ 42.82
Library Head	\$ 65,187.16	\$ 81,512.94	\$ 67,142.78	\$ 83,958.33	\$ 69,157.06	\$ 86,477.08	\$ 71,231.77	\$ 89,071.39
Technical Services Head Public Service Head Collection Dvlp Specialist Local History Librarian Community Engagement Specialist Digital Literacy Specialist LOTand Business Specialist Desktop Specialist Systems Administrator Systems Analyst Youth Services Specialist								
P2	\$ 27.25	\$ 34.06	\$ 28.07	\$ 35.08	\$ 28.91	\$ 36.13	\$ 29.77	\$ 37.22
Public Service Librarian	\$ 56,676.43	\$ 70,845.53	\$ 58,376.72	\$ 72,970.90	\$ 60,128.02	\$ 75,160.02	\$ 61,931.86	\$ 77,414.82
Youth Services Librarian								

AGREEMENT

BETWEEN THE

CAPITAL AREA DISTRICT LIBRARY

AND THE

UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW) LOCAL 2256

FOR

MID-LEVEL SUPERVISORY

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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Article I RECOGNITION

1.01 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Capital Area District Library does hereby recognize the United Automotive Aerospace and Agricultural Implement Workers of America Local #2256 ("Union") as the sole exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for the following employees:

Unit 1 – All Regular full-time and part-time:

- Regional Library Heads
- Library Heads
- Head of Community Outreach

Unit 2

Division 1- All regular full-time and part-time Professionals:

- Youth Services-Specialist
- Community Engagement Specialist
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian

Division 2 - All regular full-time and part-time Technical, Office, Clerical and Para-Professional:

- Library Assistant
- Computer Technician
- Graphic Artist
- Online Content and Social Media Coordinator
- Marketing and Communications Coordinator
- Technical Services Assistant
- Facilities Technician
- MelCat/Technical Services Assistant
- Local History Assistant
- Mobile Library Assistant
- Library Clerk
- Acquisitions Clerk

- Delivery Driver
- Technical Services Clerk
- Outreach Clerk
- Mobile Library Clerk

Unit 3- All regular full-time and part-time mid-level supervisory;

- Acquisitions Head
- Circulation Head
- Public Services Head
- Desktop Specialist
- Local History Librarian
- Technical Services Supervisor
- Library of Things and Business Specialist

1.02 The following classifications are non-union and will be excluded;

- Executive Director
- Assistant Director
- Collections Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- Marketing and Communications Director
- Staff Accountant
- Human Resources Assistant
- Administrative Assistant
- Office Clerk
- Library Pages

1.03 No employee will be subject to reprisals, coercion, or duress because such employee has participated in any lawful union activity or acted on behalf of the Union (i.e. as an officer or designated representative).

1.04 See Article 14 for other exclusions.

1.05 The Capital Area District Libraries is committed to providing a work environment that is free from any form of discriminatory action, words, jokes or comments. The parties shall not discriminate based on an individual's gender identity or expression, sexual orientation, race, ethnicity, age, religion, weight or any other legally protected characteristic.

Article II PURPOSE AND INTENT

- 2.01 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Employer, the employees, and the Union.
- 2.02 The parties state that the provision of efficient public library service to the community is their common objective. They recognize that the interest of the Employer and the job security and satisfaction of the employees depend upon the Employer's success in establishing the service as well as on the ability and creative contributions of the employees. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.
- 2.03 Mindful of their legal and moral obligations, the parties agree that in their service to the public and in their mutual relations they will provide equal opportunity and treatment for all, without unlawful discrimination on account of race, color, creed, national origin, age, height and/or weight, sex, marital or family status or disability except where based on bona-fide occupational qualifications in accordance with applicable state and federal law

Article III RIGHTS OF EMPLOYER

- 3.01 It is understood and agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations, so long as the foregoing do not conflict with the terms and provisions of this Agreement.
- 3.02 These rights vested in the Employer include, but are not limited to, those provided by statute or law along with:
- (a) the right to determine the number of employees to be employed;
 - (b) the right to hire employees, determine their qualifications, and assign and direct their work and job duties;
 - (c) the right to direct, promote, transfer, assign, restructure, reorganize, and retain employees in positions with the Employer;
 - (d) the right to evaluate, suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer;
 - (e) the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof;

- (f) the right to expand, reduce, alter, combine, transfer, assign or cease any job, unit, operation, or service;
- (g) the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the expressed terms of this Agreement;
- (h) the right to contract out, close down or relocate the Employer's operation or any part thereof;
- (i) the right to use volunteers, non-library employees and outside agencies in order to enhance the efficient administration of the Employer;
- (j) The right to take whatever action that is deemed necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees;
- (k) Any other right, power, function or authority to manage the Employer's operations which has not been specifically mentioned herein shall be reserved and retained to the Employer, so long as the foregoing does not conflict with the terms and provisions of this Agreement.

3.03 In the event that electoral, legislative or constitutional changes substantially reduce the Employer's revenue, negotiations for modifications to this Agreement shall commence immediately. In the event the electoral, legislative or constitutional changes eliminate the Employer's revenue, this Agreement shall terminate in accordance with an orderly winding up of the affairs of the Employer.

Article IV WORK STOPPAGES AND LOCKOUTS

- 4.01 The Union and the employees agree to refrain from engaging in any strike, work stoppage, slowdown, or interference of any kind with the operations of the Employer during the term of this Agreement.
- 4.02 If any employee or employees take part in any activities in violation of this provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him/her was not justified, shall have recourse to the appropriate grievance procedure.
- 4.03 If any employee or employees represented by the Union shall violate the intent of this Article, the Union shall take positive measures to effect prompt resumption of work.
- 4.04 The Employer agrees that there will be no lock-out of employees during the life of this agreement.

Article V UNION SECURITY

- 5.01 Effect of State Law – The union security provision of this Agreement (Article 5.02, below) shall be of no force and effect so long as such provision is contrary to Michigan law as expressed in 2012 Public Act No. 349, M.C.L. § 423.210(3); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provision of this Agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by state law.

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit covered by this Agreement:

- (a) An employee who is a member of the Union at the time this Agreement becomes effective shall continue to be eligible for membership in the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.
- (b) An employee who is not a member of the Union at the time this Agreement becomes effective may become a member of the Union at any time after employment and remain a member of the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.

- 5.012 Payment of Union Dues – During the life of this Agreement and to the extent permitted by law, as a condition of employment, employees will either be members of the Union and pay union dues or pay a union service charge. Such obligation becomes effective the latter date of the following:

- (a) Thirty (30) calendar days after the ratification date of this agreement, or
(b) Thirty (30) calendar days of employment with the Employer (e.g. hire, re-hire, transfer, etc.) in the appropriate bargaining unit.

All dues and service charges must be tendered by payroll deduction.

- 5.023 Deduction of Dues, Initiation Fees and Service Charges – Employees who choose to become members of the Union or voluntarily pay a service fee shall sign either an “Authorization for Union Deduction” form or an “Authorization of Deduction of Voluntary Service Charge” form. A properly executed copy of the form shall be delivered by the Union to the Employer before any payroll deductions are made. Any form which is incomplete or in error will be returned promptly to the Local Union Financial Secretary by the Employer.

Deductions will be made monthly and only in accordance with the provisions of the appropriate authorization form. Deductions for union members shall be limited to union dues and/or fees levied in accordance with the Constitution and by-laws of the Union. The amount of deductions for an employee's service charge shall be provided to the Employer by the Union.

The Employer will remit such deductions (dues, initiation fees, and service fees) to the designated financial representative of the Union. This remittance will include a listing of employees from whom the deductions were made. This remittance will occur no later than fifteen (15) days after the end of the month in which the deductions occurred.

5.034 Employee Failure to Authorize Deductions – The following provisions shall take effect if 2012 Public Act No. 349, M.C.L. § 423.210(3) is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful:

If an employee fails to authorize deductions for union dues, initiation fees, or service charges the Union will notify the employee by certified mail, return receipt requested to the employee's last address provided to the Employer. The notice shall:

- (a) Detail the non-compliance,
- (b) Indicate the steps the employee must take to be in compliance,
- (c) Allow ten (10) calendar days from receipt of the notice for compliance,
- (d) Advise the recipient that a request for a lump sum payroll deduction for these fees will be filed with the Employer

If the recipient fails to make the necessary arrangements for compliance, the Union may request the Employer, pursuant to MCLA 408.477; MSA 17.277(7), to deduct these fees from the employee's wages and remit the fees to the Union. The request to the Employer will include a copy of the notice mailed to the employee and the proof of its service. Upon receipt of a proper request from the Union, the Employer shall make such deductions.

The employee, however, nonetheless shall be obligated for deduction of union dues, initiation fees, service charges and remittance to designated financial representative as provided above.

5.045 Liability – The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from wages earned by employees.

The Employer shall not be liable for any Union employee's dues by reasons of any omission, mistake, failure or error by the Union or the Employer in the administration of this Article and the Union agrees to indemnify and hold harmless the Employer from any claim, cause of action, damage or harm alleged by an employee hereunder.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Article VI UNION REPRESENTATION

6.01 Representatives - Upon ratification of this Agreement, the Union will be represented by a Unit Chairperson and one (1) Steward.

The Steward will be a seniority employee chosen by all bargaining unit employees. The Unit Chairperson will be a seniority employee chosen by all bargaining unit employees.

In the absence of the Unit Chairperson, the Steward will act on his/her behalf. In the absence of the Steward, an alternate from that unit will act on his/her behalf.

6.02 Notice of Representatives - The Union will advise the Employer of the names of the Unit Chairperson, Division Stewards, and their alternates and will promptly notify the Employer of any change. The Employer will advise the Union of the names of its representatives to whom grievances are to be referred and will promptly notify the Union of any change.

6.03 Union Business - The Unit Chairperson and Division Stewards shall conduct Union business on Employer-paid time in cases dealing with the investigation and presentation of grievances and any other union business that is specifically requested by the Union and agreed to by the Employer. To be paid time, the business must be in a library facility on library hours unless notification is supplied in advance to the Executive Director or designee. In such event, the Chairperson and Stewards shall notify their supervisor of the nature of the Union business and the expected time they will be gone from their regular departmental duties.

The Chairperson and Stewards must obtain prior approval from their Supervisors before leaving their job duties and they will be released from their job duties in a timely fashion. If the Chairperson/Stewards cannot be released in a timely fashion, the disciplinary meeting will be rescheduled.

Travel time and mileage will be paid for union business conducted between the local union hall, regional union hall and the library branches. Union representatives are encouraged to use the closest facility available.

6.04 The Executive Director or designee may grant up to Ten (10) days of absence per year (with no more than 5 consecutive weekdays within the year period) without pay to four (4) employees per year elected or appointed to a Union position or elected or appointed to attend Union functions or seminars, provided reasonable advance notice is given and such leave does not interfere with the operations of the Library. Additional time off may be granted only in accordance with 27.03.

6.05 Communication - The Employer agrees to establish a bulletin board or notebook at each branch library, available to all employees, for the posting of official library notices for system-wide distribution.

In buildings where bulletin boards are used for notices to employees, the Employer agrees to provide bulletin board space to be used by the Union for posting Union business only. This space shall be available at all times.

The Union shall have the right to reasonable use of the library delivery system for the distribution of its official notices, bulletins, and union business matters only.

Copies of all Union notices and bulletins which are to be posted shall also be sent to the Employer.

6.06 Other Information - Upon request from the Union, the Employer will provide the Union with any and all information allowed by the procedures set forth in all applicable local, state, and federal laws.

6.07 The Employer will send policy changes in computer format to a designated UAW person to disseminate to staff.

6.08 Prior to the start of the CADL Conference, the Union may set up a table at an appropriate location mutually agreed to by CADL and the Union. The table will be removed at the start of the conference. The Union may have signage at the table and may use it to distribute pens and pamphlets. The content of such pamphlets must be mutually agreed to by CADL and the Union at least 2 weeks in advance of each CADL Conference. The time spent at the table by the union representatives is unpaid time.

The Union will be acknowledged during the morning session of the CADL Conference and the Union employee leadership will be introduced at that time.

Article VII GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 A grievance is defined as a complaint, reasonably and sensibly founded, by any employee or group of employees within the bargaining unit, or by the Union, based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within seven (7) working days after the occurrence has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.
- 7.02 Grievance decisions not appealed by the employee or Union to the next step within the time limits shall be considered as settled according to the Employer's last answer. If an answer is not received within the time limits, the grievant(s) or Union may appeal the grievance to the next level. Any time limit in the grievance procedure may be extended by written mutual agreement of the parties.
- 7.03 Relative to the grievance that is being processed, an employee may request a Union representative at any stage of the grievance procedure.
- 7.04 A grievance may not be reinstated unless new information becomes available and the Employer agrees to the reinstatement. If the Employer agrees to have the grievance reinstated, the Employer will not be liable for any claim for damages, including, but not limited to, back pay claims, arising out of the grievance that either are already barred under the provisions of this labor Agreement at the time of the reinstatement of the grievance or that relate to the period between the date the grievance was originally disposed of through the date it was reinstated. It is further agreed that in consideration for the Employer reinstating such grievance, the Union and employee(s) involved will not pursue any claims for damages against the Employer in the grievance procedure or in any court, or before any federal, state or local agency. This clause shall not affect the binding arbitration procedure under Article 7.08 of this Agreement.
- 7.05 It is understood and agreed that no employee shall be penalized or denied promotion and/or transfer for utilization of the grievance procedure.
- 7.06 No grievance shall be filed by any employee after the effective date of their resignation.
- 7.07 For the purposes of this Article, a working day is defined as Monday through Friday, excluding days the Employer's Administrative Offices are closed.

7.08 An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

Step 1 Employees shall first meet with their supervisor to discuss the grievance orally with the objective of resolving the matter informally. The employees must specify to the supervisor that they believe they have a grievance, the specific provision(s) of the contract alleged to have been violated, and the facts pertaining to the alleged violation. Any informal resolutions will not establish a precedent throughout the Employer's organization. After the informal resolution, the supervisor will notify the Human Resources Director. The supervisor shall consult with the Human Resources Director on issues dealing with compensation and/or benefit interpretation before resolving the grievance informally.

Step 2 If the matter is not satisfactorily resolved at Step 1, the employee or Union representative may submit the grievance in writing to the Human Resources Director, within five (5) working days of the occurrence. The written grievance shall describe the nature of the complaint, the provisions(s) of the Contract allegedly violated, cited by Article and Section number, the dates the matter occurred, the name(s) of the employee(s) involved, other facts pertaining to the alleged violation, the remedy requested, and signed by the aggrieved employee(s). The Human Resources Director and Union representative shall discuss the grievance. The Human Resources Director shall respond in writing to the Unit Chairperson within ten (10) working days from receipt of the grievance.

Step 3 If the grievance is not resolved at step 2, the employee or Union representative may present the grievance to the Director or his/her designee within ten (10) working days from the Human Resource Director's response. The Director (or designee) and any persons she/he chooses shall meet within ten (10) working days with the UAW International Representative, Unit Chairperson (or designee) and the grievant(s). A written response to the UAW International Representative is due within ten (10) working days after this meeting. The employee(s) and Union representative may meet on the Employer's property for a reasonable period of time immediately preceding the meeting with the Director.

Step 4 (a) Arbitration - Any unresolved grievance may be submitted to arbitration within fifteen (15) working days after the Director's answer. A copy of the request will be sent to the Director by certified mail.

(b) Within ten (10) working days after receipt of such notice to arbitrate, the Union and the Employer shall agree upon a mutually acceptable

Arbitrator. If the parties do not agree within those ten (10) working days, a request for a list of five (5) Arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator.

- (c) The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall be at all times wholly governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as listed in Article 3. The Arbitrator shall have no authority to rule upon job descriptions, work assignments, classifications, work standards, or personnel requirements. The Arbitrator shall have no power to assume any other functions or responsibilities: or grant any right or relief for any period of time prior to the execution of this Agreement.
- (d) The Arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) working days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth the facts, reasoning and conclusions on the issues submitted.
- (e) The decisions of the Arbitrator shall be final and binding upon the Employer, the Union, and the grievant.
- (f) The cost of the Arbitrator's services, including expenses, if any, shall be borne equally by the Employer and the Union.
- (g) If either party disputes the arbitrability of any grievance the Arbitrator shall determine the arbitrability of the grievance prior to hearing the merits of the grievance. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision. In such cases the non-prevailing party as to the issue of arbitrability pays all the costs of the Arbitrator's services and the Arbitrator's expenses.

Article VIII SPECIAL CONFERENCE

8.01 A special conference for important matters may be arranged between the Union and the Employer upon the request of either party and at a time mutually convenient for the parties.

- 8.02 Such conferences shall be between selected representatives of the Employer and the Union. Arrangements for such conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting should be presented at the time the conference is requested. Each party may have up to five (5) representatives at the meeting unless mutually agreed upon to allow additional attendees. Special conferences shall be arranged and held within 15 working days, but this time may be extended for good cause shown or by mutual consent of the parties. Matters taken up at special conferences shall be confined to those included in the agenda except where mutually agreed upon by the parties. If a special conference is held during working hours, those employees who are members of the Union and who attend such conferences shall not lose time or pay.
- 8.03 The Union representatives may meet on the Employer's property for one-half (1/2) hour immediately preceding the conference.

Article IX DISCHARGE AND DISCIPLINARY ACTION

- 9.01 The Employer may adopt reasonable rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees. The Union will be notified of such rules and regulations.
- 9.02 The intent and purpose of the disciplinary procedure is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, subject to the following:
- (a) Nothing in this Article shall prevent the Employer or the Employer's designee from taking immediate and appropriate disciplinary action should it be required by the circumstances.
 - (b) The Employer or the Employer's designee shall give proper written notice to the employee of the action taken.
- 9.03 Disciplinary action shall be defined as oral reprimand, written reprimand, suspension with or without pay, and discharge.
- 9.04 Non-probationary employee(s) shall only be disciplined for just cause. The employee must receive a complete written copy of the disciplinary action prior to placing it in his/her file with a copy to the Union.
- 9.05 If requested, the Division Steward or other representative of the Union shall be present at the time disciplinary action is imposed unless immediate action is taken by the supervisor due to the critical or dangerous nature of the situation.

- 9.06 In imposing any disciplinary action, the Employer shall not take into account any prior infractions which occurred more than two (2) years previously except for harassment, theft, or false statement of a serious nature.
- 9.07 It is understood and agreed that this Article is not applicable to probationary employees.
- 9.08 CADL recognizes that Union employees are entitled to certain rights under NLRB v. Weingarten, 420 U.S.251 (1975). A summary of the Weingarten rights is attached hereto as Attachment #3.

Article X PROBATIONARY EMPLOYEES

- 10.01 All newly hired Technical employees shall be on probation for the first six (6) months after their commencement of work. All newly hired Professional employees shall be on probation for one (1) year after their commencement of work. During the probationary period an employee may be discharged or terminated without cause and without notice or recourse and without regard to this Agreement.
- 10.02 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment as set forth in Article 1 of this Agreement, but not for disciplinary or discharge matters except when issued for Union activity.
- 10.03 During the first year of employment with the Employer, written performance evaluations for all Professional employees will be completed at six and twelve months. All Technical employees will be evaluated by their supervisor at three and six month intervals. This section shall not override the Employer's ability to discharge an employee as indicated in Section 10.01 above.
- 10.04 The Employer shall notify the Union of all new employees hired for positions within the bargaining unit as soon as practicable but no later than thirty (30) days after the date of hire.
- 10.05 The Employer will notify the Union whenever a probationary employee is terminated. The Employer will also notify the Union of all probation extensions.
- 10.06 Probation will automatically be extended for any probationary employee who is granted an unpaid leave of absence by the length of the unpaid absence.
- 10.07 All probationary employees will receive benefits in accordance with this Agreement.

Article XI SENIORITY

- 11.01 The Employer will maintain two (2) seniority lists for each Division. One list will include all employees who work full-time (40 hours or more per week). The other list will include all employees who work part-time (less than 40 hours per week).
- 11.02 Seniority for full-time employees, upon completion of the probationary period, shall be defined to mean the length of the employee's continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved paid leave of absence periods, unless otherwise provided in this agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.
- 11.03 Seniority for part-time employees, upon completion of the probationary period, shall be defined as the length of the employees' continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). For part-time employees, continuous service is defined as time worked. Two thousand and eighty hours (2080) of time worked will constitute one year's seniority.
- 11.04 The seniority list will show the name, address, last four digits of Social Security number, date of hire, job classification, and seniority date for each employee in the unit. The employee shall notify both the Employer and the Union of any change of address.
- 11.05 Seniority ties will be broken by applying the last four (4) digits of the employee's Social Security number, with the highest number having the higher rank.
- 11.06 The Employer will provide the Union with a copy of the seniority list which shall be current as of the date of this Agreement, and with an updated copy at least once a year. The Employer will update the seniority list quarterly and will make it available to the Union upon request.
- 11.07 If an employee fills a position in a different Division, the employee's previous seniority shall be frozen in his/her previous Division and he/she will have a new seniority date. The employee's new seniority date will be changed to coincide with the date he/she began working in his/her new position in the new unit. If the employee is reassigned per Article 17 and the reassignment results in the employee being moved to a new bargaining unit or division, then the employee will retain their seniority from their initial date of hire in the new unit or division.

11.08 If an employee's status changes in the same bargaining unit from full-time to part-time or from part-time to full-time, the employee's previous time worked will be calculated based on the following definition:

1 year = 2080 hours of time worked (does not include overtime)

The employee will have a new seniority date on the appropriate list.

11.09 If an employee accepts a position outside the bargaining unit in a non-union position, their seniority will be frozen until he/she returns to the bargaining unit.

11.10 Notwithstanding their position on the seniority list, the Unit Chairperson and the Division Stewards shall, in the event of a layoff continue to work at all times, provided there is work available in their bargaining unit for which they are qualified. In addition, they shall be recalled to work in the event of a recall in the bargaining unit on the first open job in their unit in their classification for which they are qualified.

11.11 An employee will lose his/her seniority upon termination for any of the following reasons:

- (a) They resign;
- (b) They retire on a regular service retirement;
- (c) They are discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure set forth in this Agreement;
- (d) They do not return to work when recalled from layoff as set forth in the recall procedure (see Article 12 of this Agreement); or are laid off for a period equivalent to accrued seniority.
- (e) They are absent for three (3) consecutive working days without notifying the Employer unless subsequently excused for a valid reason. After such absence, the Employer will send written notification to the employee at their last known address that his or her employment has been terminated.
- (f) They fail to return from sick leave or any leave of absence, paid or unpaid, will be treated the same as (d) above;
- (g) They use a leave of absence for other than its intended purposes;

- (h) While on a leave of absence, they accept employment without prior written approval from the Employer.

Article XII LAYOFF AND RECALL

- 12.01 When anticipating layoffs, the Employer will inform the Union as soon as practicable. A special conference shall be arranged with the union to discuss the implications of the layoff.
- 12.02 Any initial probationary employee within an affected job description or classification will be laid off first.
- 12.03 Full-time (40 or more hours per week) non-probationary employees, with higher seniority, who are laid off may displace the least senior full-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.03.1 Within the Employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.2 Within the Employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
- 12.04 Part-time (less than 40 hours per week) non-probationary employee, with higher seniority, who are laid off may displace the least senior part-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.04.1 Within the employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.2 Within the employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.

- 12.05 Employees who are laid off first to a new position or subsequently to a lower classification will go on a 60 day trial period. Employees who are unsuccessful, in the sole discretion of management, during the trial period, will be laid off pursuant to the terms of this article.
- 12.06 An employee who exhausts the opportunities of 12.03 or 12.04 will be laid off.
- 12.07 When determining layoffs, all decisions regarding the qualifications of full-time and part-time employees will be at the discretion of the employer subject to the grievance/arbitration procedure.
- 12.08 An employee who is displaced into a lower classification will receive the lesser of the employee's current wage or the maximum of the next lower classification in which they are placed.
- 12.09 If possible, employees to be laid off for an indefinite period will have at least fourteen (14) calendar days' notice. Notice will be given to the employee in writing or will be sent by certified mail to the employee's last known address in their personnel file.
- 12.10 Eligibility for layoff benefits will be determined by unemployment compensation laws of the State of Michigan.
- 12.11 Notice of recall shall be sent by certified mail to the employee at his/her last known address. Employees will be recalled in reverse order of their layoff, provided the employee meets the educational and experience requirements of the position and they have the necessary qualifications to perform the duties of the position.
- 12.12 The Employer has no obligation to recall employees who were on probation when they were laid off.

Article XIII PROFESSIONAL DEVELOPMENT AND MEETINGS

- 13.01 The Employer recognizes its responsibility in encouraging the participation of all employees covered by this Agreement in the work of committees and task forces set up within the library outside of the employees' regular work assignments. The Employer shall strive to spread such participation as broadly as possible, with due regard to the employees' abilities and requirements of their regular jobs.
- 13.02 To support professional growth of employees covered by this Agreement, the Employer will conduct in-service training workshops when appropriate as

determined by the Employer. Suggestions from employees regarding in-service training programs are encouraged.

13.03 All decisions regarding release from work and/or excused absence to serve on a committee, participate in a meeting, or attend any other professional development function will be made by the Director or designee at his/her sole discretion.

13.04 The Employer will pay for an employee's time, to a maximum of ten (10) hours a day (including travel time for the time it normally takes to drive), registration fees and travel expense in accordance with the established travel policy of the Employer, to attend job-related conferences, workshops or courses which are approved for that employee in advance by the Director or designee.

The travel time should be calculated as the additional time needed to travel (drive) to the workshop from the employee's home or work location, whichever is closest to the employee's destination. The employee will be paid at their regular rate of pay.

All staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay the basic membership fee for the following employees only; Technical employees at the T4 level and higher, librarians, and other professional staff to join the Michigan Library Association.

13.05 The Employer will pay for an employee's time to a maximum of eight (8) hours a day (including travel time and mileage) to attend meetings not at their normal work location and required by CADL.

Article XIV EMPLOYEES AND OTHER PERSONS EXEMPT FROM AGREEMENT

14.01 Temporary Employees Temporary employees are hired to perform special tasks or to cover regular positions that are temporarily unfilled. A temporary position will not be filled for longer than six (6) months unless extended by mutual agreement.

If a temporary employee is hired directly by the Employer, and not through a temporary agency, that employee is subject to Article 5, Section 5.01 and will be paid for any CADL holidays (prorated) while working for CADL.

If a temporary employees is hired as a CADL employee, their time off accruals will be based on the first day of their temporary employment.

14.02 Contractual Employees All independent contractors (individuals or companies) retained by the Employer who have a particular expertise which is unique, certified, licensed, or the like. The Employer shall not contract out the current work and

responsibilities of bargaining unit employees if such contracting results in the layoff and/or permanent replacement of such employees.

- 14.03 Student Interns. Student interns, who are enrolled in a Masters of Library Science (MLS) or equivalent program, may perform basic level librarianship work for a limited period of time (usually the length of the school term). Student interns receive no pay or benefits for their work and will not replace current employees.
- 14.04 Volunteers. The Employer will establish a Volunteer Program to enhance its image in the community. Volunteers will be used based on library needs, volunteer availability, and skills/abilities. Volunteers may perform various duties such as: greeting patrons, handing out brochures, serving refreshments, shelving books, dusting shelves or cleaning, watering plants, landscaping and gardening, seasonal decorating, reading as a special program (not story times). In no event will volunteers displace bargaining unit employees. Volunteers will be given various assignments in the library and be subject to the volunteer policy.
- 14.05 Work-Study Students hired under the Federal Work-Study Program.
- 14.06 Substitute Employees Substitute employees may be hired to work as needed in a specific classification. Substitute employees will only be used to cover absent employees such as those on vacation, leave of absence, special tasks, temporarily unfilled positions, and other approved absences from the employee's workstation. Regular employees who act as substitutes must meet the hour requirement of their regularly scheduled location prior to substituting unless they have supervisory approval. Management has the right to add and delete employees to the substitute list as necessary. Regular employees can use substitute hours towards their accrual for paid time off.

Substitute employees may consist of current employees, former employees who separated in good standing, and external substitutes trained and authorized by the Employer.

When selecting a substitute to fill a vacancy to the extent possible, depending on the amount of advanced notice provided for branch or outreach shifts, the supervisors will offer available shifts first to current employees.

- 14.07 Current employees who act as substitutes will be paid at their current regular rate of pay unless the substitute shift is four (4) hours or longer and the current employee is substituting in a higher classification. If the shift is four (4) hours or longer, the current employee will receive their current rate of pay or the minimum of the higher classification, whichever is greater.

Article XV TEMPORARY ASSIGNMENTS

- 15.01 When a position is temporarily vacant, the Employer will discuss with the supervisor their staffing needs and may assign an employee to temporarily assume various responsibilities of another position.

- 15.02 An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher classification for more than twenty (20) working days shall be paid at either the entry level rate for the higher classification or 5% above his/her current rate, whichever is greater, provided the increase falls within the salary range of the new position. The pay increase shall be retroactive to the first day he/she started the temporary assignment.

- 15.03 An employee may be temporarily assigned to the work of any position in the same or lower classification and shall not suffer any loss of pay during the period of the temporary assignment.

- 15.04 A temporary assignment will not continue beyond ninety (90) consecutive calendar days unless otherwise mutually agreed between the parties.

- 15.05 An employee shall not be assigned more than one temporary assignment per calendar year unless otherwise mutually agreed between the parties.

Article XVI VACANCIES

- 16.01 Notices of job vacancies within the Employer will be posted both externally and internally at Headquarters and in each Branch. Copies of all such notices will be forwarded to the Union. However, the Employer reserves the right to reassign an existing employee into a vacant position without posting the position. If an opening is going to be filled by reassignment, the Employer will send an email to staff notifying them that the opening will be filled prior to the reassignment.

- 16.02 Employees interested in being considered and who believe they are qualified for the position must submit a completed application form to the Human Resources Office.

- 16.03 Selection to fill any job vacancy shall be based on ability to perform the job as reflected by the interview process, education, experience and training. A reference and background check on new union employees will be completed by the Human Resources Director. If the candidate is a current or former CADL employee, the employees' past performance appraisals will be considered. The Employer reserves the right to fill or not fill a vacancy.

16.04 Employees who are selected to fill any job vacancy will be on a Trial period for (5) months during which time they will be returned to their previous position if, at the sole discretion of the Employer, the Employee is unsuccessful during this period. This Trial period will not affect benefits. During this time, the employees' performance will be reviewed periodically by their supervisor.

16.05 Employees who are selected to fill a position in a higher salary grade shall receive the new salary classification minimum or an increase of at least 5% to their current salary, whichever is greater, provided the increase falls within the salary range of the new position.

Article XVII REASSIGNMENT

17.01 A reassignment is a lateral change within a job classification.

17.02 All employees are assigned to a department/location upon being hired and are subject to reassignment based on organizational needs as determined by the Employer.

17.03 An employee being reassigned will receive two (2) weeks' notice prior to the effective date of the transfer if the work schedule and location of the employee are affected.

17.04 When making reassignments, the Employer will consider any scheduling hardships caused by the reassignment and, whenever possible, allow employees some flexibility in their work schedules for a reasonable period of time.

17.05 Reassignment will not be used as a means of discipline against an employee. An employee who is reassigned will be on a trial period for five (5) months and may be reassigned to another position if unsuccessful. CADL will make a reasonable effort to find a suitable position for the employee.

Article XVIII WAGE INCREASES AND CLASSIFICATION DESCRIPTIONS

18.01 All new employees will be assigned a job title and a classification upon being hired.

18.02 The starting pay rate for new employees will be within their classification pay range and based on their education and experience as determined by the Employer.

18.03 Table I, which is attached hereto, lists the current classification, job titles, and salary ranges for each position.

18.04 WAGES

2023 -Technical Employees will receive a 3% base wage increase on January 1st

2023 -Professional Employees will receive a 3% base wage increase on January 1st

2024 -Technical Employees will receive a 3% base wage increase on January 1st

2024- Professional Employees will receive a 3% base wage increase on January 1st

2025 -Technical Employees will receive a 3% base wage increase on January 1st

2025 -Professional Employees will receive a 3% base wage increase on January 1st

2026- Technical Employees will receive a 3% base wage increase on January 1st

2026 -Professional Employees will receive a 3% base wage increase on January 1st

18.05 On January 1st of 2023, each employee will receive the following one time increase to their base wage based on their years of service in a union position at CADL:

0 -5 years of service =.5%

6 -10 years of service = 1 %

11 – 15 years of service =1.5%

16 – 20 years of service =2.0%

21 – 25 years of service =2.5%

18.06 Pay Ranges Any pay increase will be included in the employee's salary unless the employee's pay rate has exceeded the salary range maximum. If the employee's pay rate exceeds the maximum salary level for their position, the increase will be given in the form of a lump sum. Exceptions will be made for employees listed in Memo of Understanding #3.

18.07 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.

18.08 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.

18.09 There will be a job description for each position in the bargaining unit. These descriptions are located in the Human Resources Office. A copy will be forwarded to any employee upon request.

- 18.10 Permanent procedural and/or substantive changes to the customary duties to be performed by an employee in the bargaining unit will require an updated job description and will be discussed with the Union as they are updated.

Article XIX NEW POSITIONS AND CLASSIFICATIONS

- 19.01 A new position shall be defined as a position which was not previously authorized by the CADL Board. All new positions within the bargaining unit shall be discussed with the Union as a matter of information prior to the job being posted.
- 19.02 New classifications and/or changes in classification shall be discussed with the Union as a matter of information prior to implementation.
- 19.03 In the event the Union disagrees with the classification of a new position, changes in a classification, or the pay rate of such, the Union may discuss its concerns with the Human Resources Director. If there is no resolution at that meeting, the Union may discuss it with the Executive Director. The decision of the Director is final.
- 19.04 Regardless of the source of funding to pay for any position, if the position falls within the scope of the classifications represented by the Union, the provisions of the Union contract shall apply. Positions funded from outside sources will terminate upon the expiration of the funding.

Article XX PERSONNEL FILES

- 20.01 An Employee who wishes to view the contents of his/her personnel file may, at any time, make a written request to the Human Resources Director. The Human Resources Director will arrange for the employee to view his/her personnel file. The employee may also make a written request for a photocopy of the contents of his/her personnel file. The Human Resources Director will make those copies available to the employee.
- 20.02 The materials in an employee's personnel file shall not be shown to anyone other than the Human Resources Office and the Administrative staff without informing the employee.
- 20.03 Management will assure locked files are available at all Employer locations for maintaining personnel related employee information.
- 20.04 The Employer shall make available a form for employees to list other locations in which they might like to work and other information regarding their backgrounds,

courses taken, and special interests and skills. Such forms shall be maintained by the Human Resources Director.

Article XXI WORKING HOURS

- 21.01 The normal work week for full-time employees shall be a week of forty (40) hours. The work week begins at 12:00 midnight on Friday and ends at 12:00 midnight on the Friday one (1) week later. Part-time employees are those employees who are regularly scheduled to work less than forty (40) hours per week.
- 21.02 Employees may not work more than six (6) hours without taking an unpaid lunch/dinner break. This unpaid break will be a minimum of ½ hour and a maximum of 1 hour based on the needs of the library. At the discretion of the Library Head or designee, or Supervisor this requirement may be waived.
- 21.03 Employees who are scheduled to work a shift of four hours and less than six hours will be entitled to one paid fifteen (15) minute break period. Employees who work a shift of six to eight hours or more are entitled to a second paid fifteen (15) minute break period. Break periods must be incorporated within the shift and may not be used at the beginning or end of a shift or at the beginning or end of a lunch/dinner break. Break periods are optional but do not accumulate if not taken.
- 21.04 It is understood that the Employer will make a reasonable effort to make it possible for employees to have uninterrupted rest (15 MIN) and meal breaks (30 MIN). However, exceptions may be made when staffing levels require employees to remain in the building. Employees required to remain in the building during their break will be paid for that time at their regular rate of pay. If an employee is required, to remain in the building during their meal break by their supervisor, it must be noted on their time card.
- 21.05 Part –time Technical, Clerical and Para-Professional employees cannot be scheduled and cannot work ten (10) or more 8-hour days per month without the prior approval of the Human Resources Director.
- 21.06 The decision to close a library can only be made by the Executive Director or designee based on factors such as loss of power, water, extreme weather conditions, or other extreme circumstances that involve the health or safety of employees or patrons.
- 21.07 If the library has an unscheduled closing and staff are sent home, all staff scheduled for that day will be paid for their scheduled hours lost due to the closing.
- 21.08 The work schedule of each employee is the sole responsibility of the Employer and will be set to provide the best possible service to the public.

Article XXII OVERTIME

22.01 Under the law, within each bargaining unit, only non-exempt employees are entitled to overtime pay for hours actually worked in excess of forty (40) hours during the work week.

22.02 Exempt employees are professional employees who are expected and required to work the hours necessary to accomplish their assigned duties. Such work may require hours worked in excess of the standard work week. Such additional work need not be compensated.

22.03 Exempt employees may earn equal compensatory time for any time worked in excess of the number of hours for which they were hired per pay period provided the excess time is approved in advance by the Executive Director or designee. Compensatory time may accumulate up to forty (40) hours (prorated for part-time employees) but may only be used with the advanced approval of the employee's supervisor. Employees may be authorized to work in excess of the hours for which they were hired in a pay period as long as their total accumulation of compensatory time does not exceed forty (40) hours (prorated for part-time employees)

22.04 A non-exempt employee who actually works in excess of forty (40) hours in a work week, shall be entitled to compensation at one and one-half times his/her regular rate of pay. Overtime must be authorized in advance by the Executive Director or designee.

22.05 When an employee is required by a supervisor to return to work in excess of their regular shift, the employee shall be guaranteed at least two (2) hours of work at his/her regular rate of pay.

22.06 Unauthorized work performed away from the place of employment is voluntary on the part of the employee and therefore shall not be construed as overtime within the meaning of this provision.

Article XXIII HOLIDAYS

23.01 Employees shall be paid for eleven (11) holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

23.02 Part-time employees will receive Holiday pay on a prorated basis.

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	2 hours Holiday Pay
15 per week	3 hours Holiday Pay
20 per week	4 hours Holiday Pay
25 per week	5 hours Holiday Pay
30 per week	6 hours Holiday Pay

23.03 Should a holiday fall on a Saturday or Sunday, the Employer will designate Friday or Monday as the holiday.

23.04 The Library will also be closed five additional days, Easter Sunday, the Saturday and Sunday before Memorial Day and the Saturday and Sunday before Labor Day. These are not paid holidays but additional time off.

23.05 Holiday pay will not be paid during a week when an employee has any unpaid time.

23.06 When an employee is normally scheduled to work more hours of a Holiday than hours allowed for the Holiday pay, the employee will have the choice to either make up the hours during the pay period or use paid time off to cover the hours.

23.07 In recognition of the need to provide public service to our library patrons, the library drop boxes will remain unlocked during the holidays and system-wide closed days. Public service employees will be asked to volunteer to empty the drop boxes at those branches where the Library Head determines the box needs to be emptied. If no volunteers are found then employees will be scheduled on a rotating basis.

No employee will be scheduled to work more than two (2) hours on a holiday or system-wide closed day including travel time. Any employee who works on a holiday or system wide closed day will be paid at two (2) times their regular rate of pay.

Any staff member may choose to work fewer hours in lieu of being paid for this time at a rate of one (1) hour of work = two hours of time off for hours worked.

Article XXIV VACATIONS

24.01 All vacation requests must be made in writing and normally be submitted to the employee's supervisor at least one (1) week in advance. However, employees are encouraged to submit vacation requests of one week or more at least one month in advance in order to maximize the opportunity for approval. The supervisor will determine whether to grant any vacation request based first on the needs of the library and second on the wishes of the employee.

24.02 Vacation time may not be taken in less than 15-minute segments.

24.03 Full-time employee must have a total of eighty (80) hours paid time in a pay period to accrue vacation. All other employees earn vacation at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

24.04 The annual vacation allowance for full-time Bargaining Unit Employees shall be based on the following accrual rate and credited to the employee's vacation bank:

1st Year:	3.0770 hours per pay period up to 10 days
2nd Year:	3.3847 hours per pay period up to 11 days
3rd Year:	3.6924 hours per pay period up to 12 days
4th Year:	4.0000 hours per pay period up to 13 days
5 th Year:	4.6154 hours per pay period up to 15 days
6 th Year:	4.9231 hours per pay period up to 16 days
7 th Year:	5.2308 hours per pay period up to 17 days
8 th Year:	5.5385 hours per pay period up to 18 days
9 th Year:	5.8462 hours per pay period up to 19 days
10 th Year and above:	6.1539 hours per pay period up to 20 days.

24.05 Current full-time employees who accrue vacation at a higher rate will continue to accrue at the higher accrual rate.

24.06 Part-time employees will accrue vacation on a prorated basis. As outlined in attachment #1.

24.07 Full-time employees having over two hundred and forty (240) hours of unused sick leave may convert up to a maximum of eighty (80) hours of sick leave into vacation leave at a rate of sixteen (16) sick hours to eight (8) vacation hours as long as their sick hours do not fall below a total of two hundred and forty (240) hours. This conversion can be done annually but not within 30 days of an employee's resignation

or retirement. Part-time employees-eligible for conversion on a prorated basis as outlined in attachment #2.

24.08 Vacation allowances may be accrued to a maximum of two Hundred and forty (240) hours. No additional hours will accrue. Vacation allowances will be prorated for part-time employees-

24.09 Part-time staff (25 hours per or less) whose vacation banks are greater than three (3) weeks may cash out one week of vacation per calendar year. Eligible part-time employees may not cash out less than one full week of time each year and the payment will be reduced by all required deductions. Requests to cash out one week must be made in writing to the Human Resources Office and will be processed within 30 days.

24.10 Vacation time will not accumulate during the period of time any employee is absent from work without pay or during a disability leave of absence, or during unpaid leaves of absence except for pre-approved union business.

24.11 Upon resignation or dismissal, any accrued vacation will be paid out for up to five weeks (200) hours to any employee who has worked for more than one hundred eighty (180) calendar days. This amount is prorated for part-time employees.

24.12 No employee shall use vacation leave on their last day of employment.

Article XXV PERSONAL LEAVE

25.01 All full-time employees are entitled to two (2) personal days per year for personal business and non-illness emergencies. These employees will be credited with 16 hours annually on January 1st. New full-time employees hired after July 1st will be given eight (8) hours in the first year.

25.02 The hours must be used in the calendar year in which they are earned or they are lost. In the event the employee leaves full-time employment before this time is used, he/she will not be entitled to be paid for this time. Personal leave may not be taken in less than fifteen-minute segments.

25.03 Part-time employees will receive personal time on a prorated basis.

25.04 Personal leave may be taken only with the permission of the department head or supervisor. Three (3) days prior notice may be required at the department or supervisor's discretion except in cases of emergency.

25.05 Personal leave is provided for legitimate business, professional, and family obligations that an employee regularly encounters which cannot be met outside of the employee's workday.

No employee shall use personal leave on their last day of employment

Article XXVI LEAVES OF ABSENCE

Leaves without pay

26.01 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

Leave pursuant to the FMLA for serious illness, birth or adoption of a child or for a covered family member's active duty or call to active duty in the Armed Forces is available for eligible employees. Employees who have been employed by CADL for at least one year and who have worked at least 1250 hours during the previous 12 months are eligible for up to 12 weeks of unpaid leave. During this absence from work, the employee is entitled to continuation of health care benefit coverage.

Employees must first use all available sick, vacation, and personal leave to cover such leave, except that full-time employees may reserve 16 hours of vacation and part-time employees may reserve 8 hours of vacation.

Employees qualifying for an FMLA leave must provide notice to the Human Resources Department. The employee will be responsible for having their health care provider complete a certification form.

The leave may be extended to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent, or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating.

Questions concerning FMLA leave should be referred to the Human Resources Office.

26.02 A leave without pay for full and part-time employees may be granted at the sole discretion of the Executive Director for extended illness of the employee or the employee's family member, for extended travel, for study or for other special reasons if it does not interfere with the operation of the library system. Any request for such leave shall be submitted in writing to the Director at the earliest possible time. No employee may work less than their normal work schedule without using vacation, sick, personal leave, funeral leave or an unpaid leave of absence. The decision to grant or not grant an unpaid leave of absence is not grievable unless the unpaid leave is an FMLA leave or a union lave specified in Article 6.04.

- 26.03 The employee may pay the entire cost of his/her health insurance coverage while on leave for a period up to eighteen (18) months. Payment for each month's coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.
- 26.04 The Library will hold a position for an employee on an approved leave of absence (other than FMLA) for the first sixty (60) calendar days of such leave.
- 26.05 In cases of FMLA or medical leave, seniority will continue to accrue for one year after all paid leave is exhausted. In all other leave of absences longer than one (1) month, seniority is frozen and does not accrue. If necessary the Employer reserves the right to hire a temporary employee to perform the duties of the absent employee during their leave without regard to time limitations.
- 26.06 It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on a leave of absence, unless agreed to by the Director. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.
- 26.07 Military leave will be granted in accordance with applicable state and federal law.
- 26.08 The Library will comply with the provisions of the Veterans' Re-employment Rights Act. Any claimed violation will not be subject to the grievance procedure of this collective bargaining agreement.

Leaves with pay

26.09 Bereavement Leave

- (a) A full-time employee shall be allowed up to five (5) working days leave with pay, not to be deducted from sick leave, in the case of a death of a legally married spouse, domestic partner, child, stepchild, parent, step parent, or a legal guardian
- (b) A fulltime employee shall be allowed up to two (2) working days with pay, not to be deducted from sick leave in the case of a death of a sister, brother, uncle, aunt, grandparent, or grandchild, mother-in law, father-in law, sister-in-law, brother –in-law, son in –law, daughter in-law, legally married spouse's or domestic partner's grandparents, niece, nephew, niece-in-law and nephew-in-law.

- (c) Absences for funerals of persons other than those mentioned in 26.11 a, may be allowed under vacation, sick or personal leave subject to supervisory approval.
- (d) Part-time employees will receive funeral leave on a prorated basis.
- (e) Time off for funeral leave may be extended using vacation, sick and personal leave time.

26.10 Reserve Duty Leave – Full-time employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference, for up to two weeks per year, between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted to the Human Resources Office.

26.11 Employees accrue seniority during a paid leave of absence.

26.12 The Director or designee may approve a paid administrative leave of up to three (3) days for any employee who as experiences or witnessed a particularly difficult or disturbing event in the course of their work. Counseling may be made available by the Employer to assist the employee’s return to work.

Article XXVII SICK LEAVE

27.01 All full-time employees earn sick leave credit at a rate of four (4) hours at the completion of each pay period when 80 hours of time is recorded on the time record including holiday time, vacation time, personal time, sick time and hours worked. All other employees earn sick leave, on a prorated basis, at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

27.02 The following is the accrual rate:

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	1 hour per pay period
15 per week	1.5 hours per pay period
20 per week	2 hours per pay period
25 per week	2.5 hours per pay period

Hours regularly scheduled to work is defined by the number of hours per week the employee was hired to work. This does not include any additional hours the employee may or may not work during a pay period.

27.03 Employees who are regularly scheduled to work hours which are not illustrated above use the following formula to determine their accrual rate:

$$\# \text{ of hours regularly scheduled} / 80 \times 4 = \text{hours accrued per pay period}$$

27.04 Sick leave credit may be accumulated to a maximum of 130 days (1040 hours). No additional hours will accrue. This amount will be prorated for part-time employees and those listed in the Memo of Understanding #1 dated September 27, 2004.

27.05 Sick leave credit may not be used in less than 15-minute segments.

27.06 When an employee is unable to report to work as assigned, he or she must contact his or her supervisor one hour prior to the beginning of each scheduled workday unless extreme physical circumstances due to illness or injury prevent such contact. If the supervisor is not available, and the employee is not a public service employee, he/she may leave a message on the supervisor's voicemail. Public service employees must speak to their supervisor or the person in charge of the library. If they are unable to reach their supervisor or the person in charge, the employee must speak to another person at their branch and the Senior Associate Director of Public Service.

27.07 When the use of sick days extends beyond three (3) consecutive working days, the employee may be required to furnish the Library with a statement of an attending physician. It is within the discretion of the employee's supervisor to require documentation concerning illness resulting in absences of less than three days.

27.08 While on paid sick leave, an employee will be deemed to be on continued employment for the purpose of computing benefits. Employees who have used their paid leave balance and do not have approval for other paid leave or an unpaid leave of absence will be considered unexcused and will be disciplined.

27.09 Sick leave may only be used for absences due to illness or to care for members of the employee's immediate family, when necessary or to extend funeral leave per Article 26.09. The immediate family shall include legally married spouse, children, parents, sister, brother or any member of the employees' household or any person who stands "in loco parentis."

27.10 Employees who routinely exhaust their sick leave balance or are suspected of abusing or misusing sick leave for things other than the intended purpose will be investigated for abuse of sick leave. The employee may be required to submit a medical certification from their physician before paid sick leave is granted. Employees who are found to be misusing or abusing sick leave will face discipline.

- 27.11 At the request of their supervisor, employees may be required to provide a doctor's statement prior to returning to work to verify the employees' fitness for duty.
- 27.12 Employees using sick leave on the first working day prior to a holiday or scheduled vacation or the first working day immediately following a holiday or scheduled vacation may be required to provide a doctor's statement.
- 27.13 Any unused and accumulated sick leave will be lost when the employee resigns, retires or is terminated by the Employer.
- 27.14 If an Employee transfers to part-time employment, any unused and accumulated sick leave earned during full-time employment shall be credited to their sick bank.
- 27.15 The Employer may allow sick time donations within its discretion. Any decision by the Employer shall not be grievable. If a request for donating sick time is approved by the Employer the following procedure will be followed:
- (a) The maximum time an employee may donate shall be 24 hours per person needing donated hours per rolling year. This time must be in no less than 8-hour increments. (A rolling year is defined as the time from when hours are first donated to an individual until one calendar year from that date.)
 - (b) The list of donating employees will be arranged in alphabetical order of last name from "a" to "z" and "z" to "a" on an alternative basis for each separate donation.
 - (c) The donated time will be taken from sick time or vacation time accumulations at the request of the donating employee.
 - (d) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
 - (e) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
 - (f) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have a total of sick and vacation accumulations of 240 hours.
 - (g) This Article applies to part-time employees on a pro-rated basis.

Article XXVIII JURY DUTY

- 28.01 Any employee who receives a jury duty interview and appearance notice shall inform the Employer as soon as possible of such notice. Employees will be excused for the length of their jury duty.
- 28.02 Employees are expected to report to work when temporarily excused from jury duty on any particular day.
- 28.03 Employees shall receive regular pay for their scheduled work time during their approved jury duty leave of absence, but must endorse or pay to the Employer the compensation received for jury duty
- 28.04 To be eligible for regular pay while on jury duty, employees must also furnish the Employer with a copy of the jury duty notice and the check stub indicating the dates for which jury pay was received.
- 28.05 Mileage payments may be retained by the employee. Employees may keep jury duty pay when duty is performed during unscheduled work time.

Article XXIX BENEFITS

- 29.01 The Employer will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential co-pays for both the Employer and employees. The Employer will provide the Union with new health care premium rates as soon as they are available.
- 29.02 The Employer will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition provides options of health plans, the Employer will maintain the current plan or provide another health plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.03 Upon the ratification of this contract, the Employer will offer the prescription drug plan offered through the Health Coalition. In the event that the Health Coalition provides options of prescription drug plans, the Employer will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.04 The Employer will institute the Employer CAPS established by the State of Michigan for public employers. Employees will be responsible for paying the cost of the health insurance premium above the cap. Each year, the Employer will evaluate and

determine if continuing with the CAPS or moving to the 80/20 split method is mutually cost effective for both parties.

29.05 An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two person, and single subscriber) directly to the employee as a taxable compensation. The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

Employees losing medical coverage from another source shall notify the Human Resources Director immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

29.09 Dental Benefits – The Employer shall provide dental insurance for regular full-time employees and their legal dependents on the first of the month as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-

<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Bridges, Partials And Dentures	50%	50%

<u>Class IV Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Orthodontics	50%	50%

Payment under this provision is limited to ONE THOUSAND DOLLARS (\$1000) maximum per person per calendar year for Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1000 per eligible person.

29.10 Vision – The Employer shall provide vision insurance to regular full-time employees and their legal dependents on the first of the month. The coverage is as follows:

Standard Eye Examination and Glasses

- Eye Examination Once each 12 months from last date of service.
Examination covered in full less \$10.00 co-pay.
- Spectacle Lenses 1 each 24 months from last date of service
- Frames 1 each 24 months from last date of service
Maximum allowance of \$150

There is a \$25.00 co-pay for lenses and/or frames.

- Contact Lenses – Eye examination covered less \$10.00 co-pay.
Elective Maximum allowance of \$130

Medically Necessary Covered in full under certain conditions.

29.11 Life Insurance – The Employer shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time employees effective the first day of the month following the date of hire.

Employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by

the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with the Employer's requirements.

29.12 Medical Expense Reimbursement Account - All regular full-time employees are eligible to participate in a Medical Expense Reimbursement account . During open enrollment period, employees can reduce pre-tax compensation by up to the maximum allowed by law per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

29.13 Dependent Care Account – All regular employees are eligible to participate in a Dependent Care Reimbursement Account. Employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

29.14 Deferred compensation –

All employees may participate in the MERS 457 Supplemental Savings/Deferred Compensation Plan. This plan is a payroll deduction savings plan that allows employees to set aside money from their paycheck and have the taxes deferred until a later date, usually retirement. For complete details, a pamphlet is available from the Human Resources Office.

Part-time employees will be automatically enrolled in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan and will receive the following deposits into their account:

January 1 st of each year (2023- 2026)	\$75
July 1 st of each year (2023 – 2026)	\$75

Newly hired part-time employees will receive the \$75 deposit at their next interval (January or July) after their date of hire.

Monies in the account will be managed by the employee and upon termination of employment, the employee will be eligible for their full account balance.

29.15 The Employer retains the right to unilaterally change the method of providing insurance, including changing carriers, and funding the benefits herein and not participating with the Ingham County Health Care Coalition. The benefits provided shall meet the minimum requirements set forth in this Article. The Employer may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and

condition of employment, and the Employer is free to unilaterally change these benefits to those benefits minimally required.

29.16 The Employer reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Employer may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.

29.17 All insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures.

29.18 Full-time employees who are terminated, laid off or go on an unpaid leave of absence are eligible for up to 18 months of Cobra coverage and must assume the full cost of such premiums commencing the first full month following their termination, layoff, or commencing with their leave of absence.

29.19 All employees must participate in direct deposit or must sign up for the CHASE-VISA card provided through our payroll provider.

29.20 Parking, at a location of the Employer's choosing, will be paid by the Employer for employees whose work location is the Downtown Library or for other employees who visit the Downtown Library for work related purposes.

29.21 By a joint written agreement, the parties may amend this article and reduce the benefits covered under this Article.

29.22 Management will establish a Joint Health and Safety Steering Committee. The Committee will be comprised of The Director of Operations, The Director of Human Resources and at least one member of the union as mutually agreed to between the Union and Employer. The Committee will address health and safety concerns and make recommendations for resolutions to the Executive Director.

Article XXX SAVINGS CLAUSE

30.01 If any article or section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be enjoined by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article XXXI RETIREMENT

31.01 Employees shall be covered by the Municipal Employees Retirement System (MERS). The Employer and Employees shall abide by all the terms and conditions of that plan.

31.02 All Technical, Clerical and Para-professional employees who work 10 eight-hour days per month and all Professional employees who work 10 four-hour days per month qualify for retirement benefits under this plan.

31.03 The Employer will contribute 8% of each eligible employee's gross salary per year to either a MERS Defined Benefit Plan or a MERS-ICMA Defined Contribution Retirement Plan. Employees understand they will be responsible for any additional amount owed above the 8% contribution. These Employees' contribution may vary from year to year.

31.04 All new eligible employees will receive a Defined Benefit as follows;

Non-Professional employees: B-2, V-10, FAC5 w/ F55 (20 years)
Professional employees: B-2, V-10, FAC5, E-2

31.05 Employees in the Defined Contribution plan are vested after one (1) year of continuous service to the Employer. Any employee who terminates his/her employment prior to completing one (1) year of service loses all rights to this benefit.

31.06 Employees in any Defined Benefit plan will be subject to all vesting and eligibility requirements outlined in the plan.

31.07 All eligible employees who enroll in the MERS Defined Benefit plan hereby authorize the Employer to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.

31.08 All unused and accumulated vacation time will be paid to any full-time employee upon their retirement. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.

31.09 Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with the Employer, shall not be entitled to any health benefits from the Employer or any other benefits from the Employer as described in Article 31 of this Agreement.

Article XXXII DURATION, MODIFICATION AND AMENDMENTS

32.01 This Agreement shall be effective on January 1, 2023 and shall continue in full force and effect through December 31, 2026.

32.02 The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60) days but not more than ninety (90) days prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

32.03 During the life of this Agreement either party may propose an amendment to the Agreement, and parties must mutually agree to reopen this contract to consider the proposed amendment. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Article XXXIII PAST PRACTICES AND OTHER AGREEMENTS

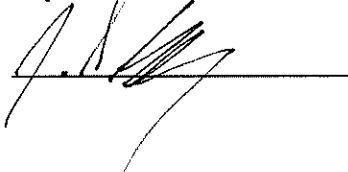
33.01 There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. The policies and/or practices of any other employer (or past employer) shall not be binding on the Employer.

33.02 This Agreement embodies all the obligations between the parties evolving from the collective bargaining process.

33.03 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject and matter referred to in this Agreement, even though such subject or matter may or may not have been within the knowledge or contemplation of either or both parties at the time that they negotiate or sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library



United Auto Workers



Jeff Croff, Chairperson

Debra Bloomquist

Debra' Bloomquist, Secretary

Steve Dawes
Regional Director, 1D

Scott Dedic

Scott Dedic, UAW International
Staff Representative

Heather Goupil

Heather Goupil, Bargaining
Committee

Deborah Ketchum

Deborah Ketchum, Bargaining
Committee

Diane Speerbrecker

Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #1


The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand that a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2005, allow the educational requirements of the current position of the following individuals to be waived only for the purposes of Article 12 Layoff and Recall:

Name	Current Position
Harriet Chesley	Library Assistant
Rose Marshall	Library Assistant


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.


Capital Area District Library

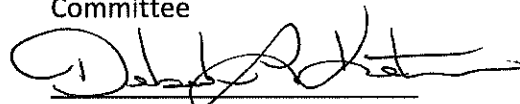

Jeff Croff, Chairperson

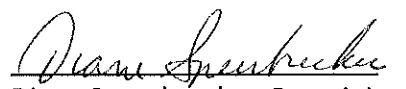

Debora Bloomquist, Secretary

United Auto Workers


Scott Dedic, UAW
International Representative


Heather Goupil, Bargaining
Committee


Deborah Ketchum, Bargaining
Committee


Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #2

The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand Article 11 Seniority section 11.07 of a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2016 applies to the following CADL employees:

Mark Neese

This change will be made retroactively for the above employees. Any additional employees who are not listed and are made known will be discussed with the union and added if mutually agreed to.

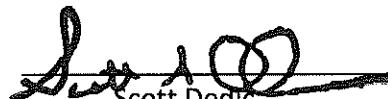
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library

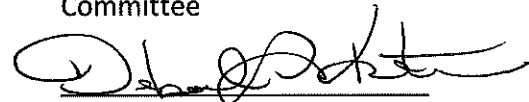

Jeff Croff, Chairperson

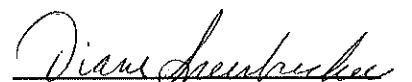

Debora Bloomquist, Secretary

United Auto Workers


Scott Dedic,
UAW International
Representative


Heather Goupil, Bargaining
Committee


Deborah Ketchum, Bargaining
Committee


Diane Speerbrecker, Bargaining
Committee

Memo of Understanding - #3

The Employer, Capital Area District Libraries (CADL) and the Employees of CADL represented by the UAW Local 2256, hereby agree and understand that on January 1, 2023, the following individuals named below will receive their negotiated longevity payment (Article 18) which increases their base wage. It is further agreed the increased base salary for the below employees will be paid for the life of this contract and/or until December 31, 2026, even if the employee's pay rate exceeds the salary range maximum. The following employees will not receive a lump sum payment as provided in Article 18.05 based on this longevity pay increase for the life of this contract and/or until December 31, 2026.

P4	Melissa Cole	Regional Library Head
P3	Cheryl Lindemann	Selection Specialist
T4	Linda Bissell	Acquisitions Head
T4	Joye Judy	Library Assistant
T4	Harriet Chesley	Library Assistant
T4	Rose Marshall	Library Assistant
T4	Mark Buzzitta	Library Assistant
T4	Wanda Finney	Library Assistant
T4	Diane Warfield	Library Assistant
T2	Tracey Worman	Library Clerk
T2	Diane Speerbrecker	Library Clerk
T2	Zarada Larive	Library Clerk
T2	Timothy Hart	Delivery Driver
T2	Lisa Gewirtz	Acquisitions Clerk


This exception to Section 18.05 is for the above-named employees only and will not apply to any other employees for the life of this contract and/or until December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library


Jeff Croff, Chairperson

United Auto Workers


Scott Dedic,

Debra Bloomquist
Debra Bloomquist, Secretary

UAW International Representative

Heather Goupil
Heather Goupil, Bargaining
Committee

Deborah Ketchum

Deborah Ketchum, Bargaining
Committee

Diane Speerbrecker
Diane Speerbrecker, Bargaining
Committee

Attachment #1

VACATION ACCRUAL RATE

<u>Hours per week</u>	<u>10 hr/week</u>	<u>15 hr/week</u>	<u>20 hr/week</u>	<u>25 hr/week</u>	<u>30 hr/week</u>
1st Year	0.7693	1.1539	1.5385	1.9231	2.3078
2nd Year	0.8462	1.2693	1.6924	2.1154	2.5385
3rd Year	0.9231	1.3847	1.8462	2.3078	2.7693
4th Year	1.0000	1.5000	2.0000	2.5000	3.0000
5th Year	1.1539	1.7308	2.3077	2.8846	3.4616
6th Year	1.2308	1.8462	2.4616	3.0769	3.6923
7th Year	1.3077	1.9616	2.6154	3.2693	3.9231
8th Year	1.3846	2.0769	2.7693	3.4616	4.1539
9th Year	1.4616	2.1923	2.9231	3.6539	4.3847
10th Year and above	1.5385	2.3077	3.077	3.8462	4.6154

Attachment #2

**SICK LEAVE TO VACATION LEAVE
CONVERSION**

Hours per week	Must Have in Sick Leave Bank	Conversion	Max Annual Conversion
10 hr/week	60 hours	4 hrs sick = 2 hrs vac.	20 hrs sick = 10 hrs vac.
15 hr/week	90 hours	6 hrs sick = 3 hrs vac.	30 hrs sick = 15 hrs vac.
20 hr/week	120 hours	8 hrs sick = 4 hrs vac.	40 hrs sick = 20 hrs vac.
25 hr/week	150 hours	10 hrs sick = 5 hrs vac.	50 hrs sick = 25 hrs vac.
30 hr/week	180 hours	12 hrs sick = 6 hrs vac.	60 hrs sick = 30 hrs vac.

Attachment #3

Weingarten Rights

Any employee who is asked to meet with a supervisor or other member of Management Team for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by a union representative if requested by the employee.

After the employee makes the request, the employer must choose one of the following options:

- Grant the request and delay questioning until the union representative arrives and has had a chance to consult privately with the employee;
- Deny the request and end the interview immediately
- Give the employee a choice of having the interview without representation or ending the interview.

If the employer denies the request for union representation and continues to ask questions, the employee has the right to refuse to answer. The employer may not discipline the worker for such refusal

	2023		2024		2025		2026	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
	3% increase each year							
T6	\$ 21.33	\$ 29.86	\$ 21.97	\$ 30.76	\$ 22.63	\$ 31.68	\$ 23.31	\$ 32.63
Head of Circulation	\$ 44,366.12	\$ 62,107.95	\$ 45,697.10	\$ 63,971.19	\$ 47,068.02	\$ 65,890.33	\$ 48,480.06	\$ 67,867.04
T5	\$ 19.35	\$ 26.83	\$ 19.93	\$ 27.64	\$ 20.53	\$ 28.47	\$ 21.14	\$ 29.32
Online Content/Social Media Coord	\$ 40,249.04	\$ 55,809.49	\$ 41,456.52	\$ 57,483.77	\$ 42,700.21	\$ 59,208.28	\$ 43,981.22	\$ 60,984.53
Marketing & Communications Coordinator								
Computer Tech								
T4	\$ 15.77	\$ 21.85	\$ 16.24	\$ 22.51	\$ 16.73	\$ 23.18	\$ 17.23	\$ 23.88
Library Assistant	\$ 32,799.90	\$ 45,451.62	\$ 33,783.89	\$ 46,815.17	\$ 34,797.41	\$ 48,219.63	\$ 35,841.33	\$ 49,666.22
Acquisition Head								
TS Assistant								
Facilities Tech								
Local History Assistant								
Mobile Library Assistant								
MELCAT Assistant								
T2	\$ 13.77	\$ 19.09	\$ 14.18	\$ 19.66	\$ 14.61	\$ 20.25	\$ 15.04	\$ 20.86
Library Clerks	\$ 28,637.83	\$ 39,705.14	\$ 29,496.97	\$ 40,896.29	\$ 30,381.88	\$ 42,123.18	\$ 31,293.33	\$ 43,386.88
TS Clerk								
Delivery Driver								
Outreach Clerk								
Mobile Library Clerk								
3% increase each year								
P4	\$ 33.67	\$ 42.08	\$ 34.68	\$ 43.34	\$ 35.72	\$ 44.64	\$ 36.79	\$ 45.98
Regional Library Head	\$ 70,033.88	\$ 87,519.16	\$ 72,134.90	\$ 90,144.74	\$ 74,298.94	\$ 92,849.08	\$ 76,527.91	\$ 95,634.55
Head of Community Outreach								
P3	\$ 31.34	\$ 39.19	\$ 32.28	\$ 40.36	\$ 33.25	\$ 41.58	\$ 34.25	\$ 42.82
Library Head	\$ 65,187.16	\$ 81,512.94	\$ 67,142.78	\$ 83,958.33	\$ 69,157.06	\$ 86,477.08	\$ 71,231.77	\$ 89,071.39
Technical Services Head								
Public Service Head								
Collection Dvlp Specialist								
Local History Librarian								
Community Engagement Specialist								
Digital Literacy Specialist								
LOTand Business Specialist								
Desktop Specialist								
Systems Administrator								
Systems Analyst								
Youth Services Specialist								
P2	\$ 27.25	\$ 34.06	\$ 28.07	\$ 35.08	\$ 28.91	\$ 36.13	\$ 29.77	\$ 37.22
Public Service Librarian	\$ 56,676.43	\$ 70,845.53	\$ 58,376.72	\$ 72,970.90	\$ 60,128.02	\$ 75,160.02	\$ 61,931.86	\$ 77,414.82
Youth Services Librarian								

AGREEMENT
BETWEEN THE
CAPITAL AREA DISTRICT LIBRARY
AND THE
UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW) LOCAL 2256
FOR
PROFESSIONAL AND TECHNICAL EMPLOYEES
JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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Article I RECOGNITION

1.01 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Capital Area District Library does hereby recognize the United Automotive Aerospace and Agricultural Implement Workers of America Local #2256 ("Union") as the sole exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for the following employees:

Unit 1 – All Regular full-time and part-time:

- Regional Library Heads
- Library Heads
- Head of Community Outreach

Unit 2

Division 1- All regular full-time and part-time Professionals:

- Youth Services-Specialist
- Community Engagement Specialist
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian

Division 2 - All regular full-time and part-time Technical, Office, Clerical and Para-Professional:

- Library Assistant
- Computer Technician
- Graphic Artist
- Online Content and Social Media Coordinator
- Marketing and Communications Coordinator
- Technical Services Assistant
- Facilities Technician
- MelCat/Technical Services Assistant
- Local History Assistant
- Mobile Library Assistant
- Library Clerk
- Acquisitions Clerk

- Delivery Driver
- Technical Services Clerk
- Outreach Clerk
- Mobile Library Clerk

Unit 3- All regular full-time and part-time mid-level supervisory;

- Acquisitions Head
- Circulation Head
- Public Services Head
- Desktop Specialist
- Local History Librarian
- Technical Services Supervisor
- Library of Things and Business Specialist

1.02 The following classifications are non-union and will be excluded;

- Executive Director
- Assistant Director
- Collections Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- Marketing and Communications Director
- Staff Accountant
- Human Resources Assistant
- Administrative Assistant
- Office Clerk
- Library Pages

1.03 No employee will be subject to reprisals, coercion, or duress because such employee has participated in any lawful union activity or acted on behalf of the Union (i.e. as an officer or designated representative).

1.04 See Article 14 for other exclusions.

1.05 The Capital Area District Libraries is committed to providing a work environment that is free from any form of discriminatory action, words, jokes or comments. The parties shall not discriminate based on an individual's gender identity or expression, sexual orientation, race, ethnicity, age, religion, weight or any other legally protected characteristic.

Article II PURPOSE AND INTENT

- 2.01 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Employer, the employees, and the Union.
- 2.02 The parties state that the provision of efficient public library service to the community is their common objective. They recognize that the interest of the Employer and the job security and satisfaction of the employees depend upon the Employer's success in establishing the service as well as on the ability and creative contributions of the employees. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.
- 2.03 Mindful of their legal and moral obligations, the parties agree that in their service to the public and in their mutual relations they will provide equal opportunity and treatment for all, without unlawful discrimination on account of race, color, creed, national origin, age, height and/or weight, sex, marital or family status or disability except where based on bona-fide occupational qualifications in accordance with applicable state and federal law

Article III RIGHTS OF EMPLOYER

- 3.01 It is understood and agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations, so long as the foregoing do not conflict with the terms and provisions of this Agreement.
- 3.02 These rights vested in the Employer include, but are not limited to, those provided by statute or law along with:
- (a) the right to determine the number of employees to be employed;
 - (b) the right to hire employees, determine their qualifications, and assign and direct their work and job duties;
 - (c) the right to direct, promote, transfer, assign, restructure, reorganize, and retain employees in positions with the Employer;
 - (d) the right to evaluate, suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer;
 - (e) the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof;

- (f) the right to expand, reduce, alter, combine, transfer, assign or cease any job, unit, operation, or service;
- (g) the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the expressed terms of this Agreement;
- (h) the right to contract out, close down or relocate the Employer's operation or any part thereof;
- (i) the right to use volunteers, non-library employees and outside agencies in order to enhance the efficient administration of the Employer;
- (j) The right to take whatever action that is deemed necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees;
- (k) Any other right, power, function or authority to manage the Employer's operations which has not been specifically mentioned herein shall be reserved and retained to the Employer, so long as the foregoing does not conflict with the terms and provisions of this Agreement.

3.03 In the event that electoral, legislative or constitutional changes substantially reduce the Employer's revenue, negotiations for modifications to this Agreement shall commence immediately. In the event the electoral, legislative or constitutional changes eliminate the Employer's revenue, this Agreement shall terminate in accordance with an orderly winding up of the affairs of the Employer.

Article IV WORK STOPPAGES AND LOCKOUTS

- 4.01 The Union and the employees agree to refrain from engaging in any strike, work stoppage, slowdown, or interference of any kind with the operations of the Employer during the term of this Agreement.
- 4.02 If any employee or employees take part in any activities in violation of this provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him/her was not justified, shall have recourse to the appropriate grievance procedure.
- 4.03 If any employee or employees represented by the Union shall violate the intent of this Article, the Union shall take positive measures to effect prompt resumption of work.
- 4.04 The Employer agrees that there will be no lock-out of employees during the life of this agreement.

Article V UNION SECURITY

- 5.01 Effect of State Law – The union security provision of this Agreement (Article 5.02, below) shall be of no force and effect so long as such provision is contrary to Michigan law as expressed in 2012 Public Act No. 349, M.C.L. § 423.210(3); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provision of this Agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by state law.

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit covered by this Agreement:

- (a) An employee who is a member of the Union at the time this Agreement becomes effective shall continue to be eligible for membership in the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.
- (b) An employee who is not a member of the Union at the time this Agreement becomes effective may become a member of the Union at any time after employment and remain a member of the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership.

- 5.012 Payment of Union Dues – During the life of this Agreement and to the extent permitted by law, as a condition of employment, employees will either be members of the Union and pay union dues or pay a union service charge. Such obligation becomes effective the latter date of the following:

- (a) Thirty (30) calendar days after the ratification date of this agreement, or
- (b) Thirty (30) calendar days of employment with the Employer (e.g. hire, re-hire, transfer, etc.) in the appropriate bargaining unit.

All dues and service charges must be tendered by payroll deduction.

- 5.023 Deduction of Dues, Initiation Fees and Service Charges – Employees who choose to become members of the Union or voluntarily pay a service fee shall sign either an “Authorization for Union Deduction” form or an “Authorization of Deduction of Voluntary Service Charge” form. A properly executed copy of the form shall be delivered by the Union to the Employer before any payroll deductions are made. Any form which is incomplete or in error will be returned promptly to the Local Union Financial Secretary by the Employer.

Deductions will be made monthly and only in accordance with the provisions of the appropriate authorization form. Deductions for union members shall be limited to union dues and/or fees levied in accordance with the Constitution and by-laws of the Union. The amount of deductions for an employee's service charge shall be provided to the Employer by the Union.

The Employer will remit such deductions (dues, initiation fees, and service fees) to the designated financial representative of the Union. This remittance will include a listing of employees from whom the deductions were made. This remittance will occur no later than fifteen (15) days after the end of the month in which the deductions occurred.

5.034 Employee Failure to Authorize Deductions – The following provisions shall take effect if 2012 Public Act No. 349, M.C.L. § 423.210(3) is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful:

If an employee fails to authorize deductions for union dues, initiation fees, or service charges the Union will notify the employee by certified mail, return receipt requested to the employee's last address provided to the Employer. The notice shall:

- (a) Detail the non-compliance,
- (b) Indicate the steps the employee must take to be in compliance,
- (c) Allow ten (10) calendar days from receipt of the notice for compliance,
- (d) Advise the recipient that a request for a lump sum payroll deduction for these fees will be filed with the Employer

If the recipient fails to make the necessary arrangements for compliance, the Union may request the Employer, pursuant to MCLA 408.477; MSA 17.277(7), to deduct these fees from the employee's wages and remit the fees to the Union. The request to the Employer will include a copy of the notice mailed to the employee and the proof of its service. Upon receipt of a proper request from the Union, the Employer shall make such deductions.

The employee, however, nonetheless shall be obligated for deduction of union dues, initiation fees, service charges and remittance to designated financial representative as provided above.

5.045 Liability – The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from wages earned by employees.

The Employer shall not be liable for any Union employee's dues by reasons of any omission, mistake, failure or error by the Union or the Employer in the administration of this Article and the Union agrees to indemnify and hold harmless the Employer from any claim, cause of action, damage or harm alleged by an employee hereunder.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Article VI UNION REPRESENTATION

- 6.01 Representatives - Upon ratification of this Agreement, the Union will be represented by a Unit Chairperson and one (1) Steward.

The Steward will be a seniority employee chosen by all bargaining unit employees. The Unit Chairperson will be a seniority employee chosen by all bargaining unit employees.

In the absence of the Unit Chairperson, the Steward will act on his/her behalf. In the absence of the Steward, an alternate from that unit will act on his/her behalf.

- 6.02 Notice of Representatives - The Union will advise the Employer of the names of the Unit Chairperson, Division Stewards, and their alternates and will promptly notify the Employer of any change. The Employer will advise the Union of the names of its representatives to whom grievances are to be referred and will promptly notify the Union of any change.

- 6.03 Union Business - The Unit Chairperson and Division Stewards shall conduct Union business on Employer-paid time in cases dealing with the investigation and presentation of grievances and any other union business that is specifically requested by the Union and agreed to by the Employer. To be paid time, the business must be in a library facility on library hours unless notification is supplied in advance to the Executive Director or designee. In such event, the Chairperson and Stewards shall notify their supervisor of the nature of the Union business and the expected time they will be gone from their regular departmental duties.

The Chairperson and Stewards must obtain prior approval from their Supervisors before leaving their job duties and they will be released from their job duties in a timely fashion. If the Chairperson/Stewards cannot be released in a timely fashion, the disciplinary meeting will be rescheduled.

Travel time and mileage will be paid for union business conducted between the local union hall, regional union hall and the library branches. Union representatives are encouraged to use the closest facility available.

6.04 The Executive Director or designee may grant up to Ten (10) days of absence per year (with no more than 5 consecutive weekdays within the year period) without pay to four (4) employees per year elected or appointed to a Union position or elected or appointed to attend Union functions or seminars, provided reasonable advance notice is given and such leave does not interfere with the operations of the Library. Additional time off may be granted only in accordance with 27.03.

6.05 Communication - The Employer agrees to establish a bulletin board or notebook at each branch library, available to all employees, for the posting of official library notices for system-wide distribution.

In buildings where bulletin boards are used for notices to employees, the Employer agrees to provide bulletin board space to be used by the Union for posting Union business only. This space shall be available at all times.

The Union shall have the right to reasonable use of the library delivery system for the distribution of its official notices, bulletins, and union business matters only.

Copies of all Union notices and bulletins which are to be posted shall also be sent to the Employer.

6.06 Other Information - Upon request from the Union, the Employer will provide the Union with any and all information allowed by the procedures set forth in all applicable local, state, and federal laws.

6.07 The Employer will send policy changes in computer format to a designated UAW person to disseminate to staff.

6.08 Prior to the start of the CADL Conference, the Union may set up a table at an appropriate location mutually agreed to by CADL and the Union. The table will be removed at the start of the conference. The Union may have signage at the table and may use it to distribute pens and pamphlets. The content of such pamphlets must be mutually agreed to by CADL and the Union at least 2 weeks in advance of each CADL Conference. The time spent at the table by the union representatives is unpaid time.

The Union will be acknowledged during the morning session of the CADL Conference and the Union employee leadership will be introduced at that time.

Article VII GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 A grievance is defined as a complaint, reasonably and sensibly founded, by any employee or group of employees within the bargaining unit, or by the Union, based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within seven (7) working days after the occurrence has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.
- 7.02 Grievance decisions not appealed by the employee or Union to the next step within the time limits shall be considered as settled according to the Employer's last answer. If an answer is not received within the time limits, the grievant(s) or Union may appeal the grievance to the next level. Any time limit in the grievance procedure may be extended by written mutual agreement of the parties.
- 7.03 Relative to the grievance that is being processed, an employee may request a Union representative at any stage of the grievance procedure.
- 7.04 A grievance may not be reinstated unless new information becomes available and the Employer agrees to the reinstatement. If the Employer agrees to have the grievance reinstated, the Employer will not be liable for any claim for damages, including, but not limited to, back pay claims, arising out of the grievance that either are already barred under the provisions of this labor Agreement at the time of the reinstatement of the grievance or that relate to the period between the date the grievance was originally disposed of through the date it was reinstated. It is further agreed that in consideration for the Employer reinstating such grievance, the Union and employee(s) involved will not pursue any claims for damages against the Employer in the grievance procedure or in any court, or before any federal, state or local agency. This clause shall not affect the binding arbitration procedure under Article 7.08 of this Agreement.
- 7.05 It is understood and agreed that no employee shall be penalized or denied promotion and/or transfer for utilization of the grievance procedure.
- 7.06 No grievance shall be filed by any employee after the effective date of their resignation.
- 7.07 For the purposes of this Article, a working day is defined as Monday through Friday, excluding days the Employer's Administrative Offices are closed.

7.08 An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

Step 1 Employees shall first meet with their supervisor to discuss the grievance orally with the objective of resolving the matter informally. The employees must specify to the supervisor that they believe they have a grievance, the specific provision(s) of the contract alleged to have been violated, and the facts pertaining to the alleged violation. Any informal resolutions will not establish a precedent throughout the Employer's organization. After the informal resolution, the supervisor will notify the Human Resources Director. The supervisor shall consult with the Human Resources Director on issues dealing with compensation and/or benefit interpretation before resolving the grievance informally.

Step 2 If the matter is not satisfactorily resolved at Step 1, the employee or Union representative may submit the grievance in writing to the Human Resources Director, within five (5) working days of the occurrence. The written grievance shall describe the nature of the complaint, the provisions(s) of the Contract allegedly violated, cited by Article and Section number, the dates the matter occurred, the name(s) of the employee(s) involved, other facts pertaining to the alleged violation, the remedy requested, and signed by the aggrieved employee(s). The Human Resources Director and Union representative shall discuss the grievance. The Human Resources Director shall respond in writing to the Unit Chairperson within ten (10) working days from receipt of the grievance.

Step 3 If the grievance is not resolved at step 2, the employee or Union representative may present the grievance to the Director or his/her designee within ten (10) working days from the Human Resource Director's response. The Director (or designee) and any persons she/he chooses shall meet within ten (10) working days with the UAW International Representative, Unit Chairperson (or designee) and the grievant(s). A written response to the UAW International Representative is due within ten (10) working days after this meeting. The employee(s) and Union representative may meet on the Employer's property for a reasonable period of time immediately preceding the meeting with the Director.

Step 4 (a) Arbitration - Any unresolved grievance may be submitted to arbitration within fifteen (15) working days after the Director's answer. A copy of the request will be sent to the Director by certified mail.

(b) Within ten (10) working days after receipt of such notice to arbitrate, the Union and the Employer shall agree upon a mutually acceptable

Arbitrator. If the parties do not agree within those ten (10) working days, a request for a list of five (5) Arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator.

- (c) The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall be at all times wholly governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as listed in Article 3. The Arbitrator shall have no authority to rule upon job descriptions, work assignments, classifications, work standards, or personnel requirements. The Arbitrator shall have no power to assume any other functions or responsibilities: or grant any right or relief for any period of time prior to the execution of this Agreement.
- (d) The Arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) working days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth the facts, reasoning and conclusions on the issues submitted.
- (e) The decisions of the Arbitrator shall be final and binding upon the Employer, the Union, and the grievant.
- (f) The cost of the Arbitrator's services, including expenses, if any, shall be borne equally by the Employer and the Union.
- (g) If either party disputes the arbitrability of any grievance the Arbitrator shall determine the arbitrability of the grievance prior to hearing the merits of the grievance. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision. In such cases the non-prevailing party as to the issue of arbitrability pays all the costs of the Arbitrator's services and the Arbitrator's expenses.

Article VIII SPECIAL CONFERENCE

8.01 A special conference for important matters may be arranged between the Union and the Employer upon the request of either party and at a time mutually convenient for the parties.

- 8.02 Such conferences shall be between selected representatives of the Employer and the Union. Arrangements for such conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting should be presented at the time the conference is requested. Each party may have up to five (5) representatives at the meeting unless mutually agreed upon to allow additional attendees. Special conferences shall be arranged and held within 15 working days, but this time may be extended for good cause shown or by mutual consent of the parties. Matters taken up at special conferences shall be confined to those included in the agenda except where mutually agreed upon by the parties. If a special conference is held during working hours, those employees who are members of the Union and who attend such conferences shall not lose time or pay.
- 8.03 The Union representatives may meet on the Employer's property for one-half (1/2) hour immediately preceding the conference.

Article IX DISCHARGE AND DISCIPLINARY ACTION

- 9.01 The Employer may adopt reasonable rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees. The Union will be notified of such rules and regulations.
- 9.02 The intent and purpose of the disciplinary procedure is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, subject to the following:
- (a) Nothing in this Article shall prevent the Employer or the Employer's designee from taking immediate and appropriate disciplinary action should it be required by the circumstances.
 - (b) The Employer or the Employer's designee shall give proper written notice to the employee of the action taken.
- 9.03 Disciplinary action shall be defined as oral reprimand, written reprimand, suspension with or without pay, and discharge.
- 9.04 Non-probationary employee(s) shall only be disciplined for just cause. The employee must receive a complete written copy of the disciplinary action prior to placing it in his/her file with a copy to the Union.
- 9.05 If requested, the Division Steward or other representative of the Union shall be present at the time disciplinary action is imposed unless immediate action is taken by the supervisor due to the critical or dangerous nature of the situation.

- 9.06 In imposing any disciplinary action, the Employer shall not take into account any prior infractions which occurred more than two (2) years previously except for harassment, theft, or false statement of a serious nature.
- 9.07 It is understood and agreed that this Article is not applicable to probationary employees.
- 9.08 CADL recognizes that Union employees are entitled to certain rights under NLRB v. Weingarten, 420 U.S.251 (1975). A summary of the Weingarten rights is attached hereto as Attachment #3.

Article X PROBATIONARY EMPLOYEES

- 10.01 All newly hired Technical employees shall be on probation for the first six (6) months after their commencement of work. All newly hired Professional employees shall be on probation for one (1) year after their commencement of work. During the probationary period an employee may be discharged or terminated without cause and without notice or recourse and without regard to this Agreement.
- 10.02 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment as set forth in Article 1 of this Agreement, but not for disciplinary or discharge matters except when issued for Union activity.
- 10.03 During the first year of employment with the Employer, written performance evaluations for all Professional employees will be completed at six and twelve months. All Technical employees will be evaluated by their supervisor at three and six month intervals. This section shall not override the Employer's ability to discharge an employee as indicated in Section 10.01 above.
- 10.04 The Employer shall notify the Union of all new employees hired for positions within the bargaining unit as soon as practicable but no later than thirty (30) days after the date of hire.
- 10.05 The Employer will notify the Union whenever a probationary employee is terminated. The Employer will also notify the Union of all probation extensions.
- 10.06 Probation will automatically be extended for any probationary employee who is granted an unpaid leave of absence by the length of the unpaid absence.
- 10.07 All probationary employees will receive benefits in accordance with this Agreement.

Article XI SENIORITY

- 11.01 The Employer will maintain two (2) seniority lists for each Division. One list will include all employees who work full-time (40 hours or more per week). The other list will include all employees who work part-time (less than 40 hours per week).
- 11.02 Seniority for full-time employees, upon completion of the probationary period, shall be defined to mean the length of the employee's continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved paid leave of absence periods, unless otherwise provided in this agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.
- 11.03 Seniority for part-time employees, upon completion of the probationary period, shall be defined as the length of the employees' continuous service with the Employer commencing from their last date of hire by the Employer, but no sooner than January 1, 1998 (the establishment of the Employer). For part-time employees, continuous service is defined as time worked. Two thousand and eighty hours (2080) of time worked will constitute one year's seniority.
- 11.04 The seniority list will show the name, address, last four digits of Social Security number, date of hire, job classification, and seniority date for each employee in the unit. The employee shall notify both the Employer and the Union of any change of address.
- 11.05 Seniority ties will be broken by applying the last four (4) digits of the employee's Social Security number, with the highest number having the higher rank.
- 11.06 The Employer will provide the Union with a copy of the seniority list which shall be current as of the date of this Agreement, and with an updated copy at least once a year. The Employer will update the seniority list quarterly and will make it available to the Union upon request.
- 11.07 If an employee fills a position in a different Division, the employee's previous seniority shall be frozen in his/her previous Division and he/she will have a new seniority date. The employee's new seniority date will be changed to coincide with the date he/she began working in his/her new position in the new unit. If the employee is reassigned per Article 17 and the reassignment results in the employee being moved to a new bargaining unit or division, then the employee will retain their seniority from their initial date of hire in the new unit or division.

11.08 If an employee's status changes in the same bargaining unit from full-time to part-time or from part-time to full-time, the employee's previous time worked will be calculated based on the following definition:

1 year = 2080 hours of time worked (does not include overtime)

The employee will have a new seniority date on the appropriate list.

11.09 If an employee accepts a position outside the bargaining unit in a non-union position, their seniority will be frozen until he/she returns to the bargaining unit.

11.10 Notwithstanding their position on the seniority list, the Unit Chairperson and the Division Stewards shall, in the event of a layoff continue to work at all times, provided there is work available in their bargaining unit for which they are qualified. In addition, they shall be recalled to work in the event of a recall in the bargaining unit on the first open job in their unit in their classification for which they are qualified.

11.11 An employee will lose his/her seniority upon termination for any of the following reasons:

- (a) They resign;
- (b) They retire on a regular service retirement;
- (c) They are discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure set forth in this Agreement;
- (d) They do not return to work when recalled from layoff as set forth in the recall procedure (see Article 12 of this Agreement); or are laid off for a period equivalent to accrued seniority.
- (e) They are absent for three (3) consecutive working days without notifying the Employer unless subsequently excused for a valid reason. After such absence, the Employer will send written notification to the employee at their last known address that his or her employment has been terminated.
- (f) They fail to return from sick leave or any leave of absence, paid or unpaid, will be treated the same as (d) above;
- (g) They use a leave of absence for other than its intended purposes;

- (h) While on a leave of absence, they accept employment without prior written approval from the Employer.

Article XII LAYOFF AND RECALL

- 12.01 When anticipating layoffs, the Employer will inform the Union as soon as practicable. A special conference shall be arranged with the union to discuss the implications of the layoff.
- 12.02 Any initial probationary employee within an affected job description or classification will be laid off first.
- 12.03 Full-time (40 or more hours per week) non-probationary employees, with higher seniority, who are laid off may displace the least senior full-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.03.1 Within the Employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.2 Within the Employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.03.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
- 12.04 Part-time (less than 40 hours per week) non-probationary employee, with higher seniority, who are laid off may displace the least senior part-time employee in the following order (except as modified by Memo of Understanding #1):
 - 12.04.1 Within the employee's job description, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.2 Within the employee's classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.
 - 12.04.3 Within the next lower classification, provided the employee meets the educational and experience requirements of the new position and has the necessary qualifications to perform the duties of the position.

- 12.05 Employees who are laid off first to a new position or subsequently to a lower classification will go on a 60 day trial period. Employees who are unsuccessful, in the sole discretion of management, during the trial period, will be laid off pursuant to the terms of this article.
- 12.06 An employee who exhausts the opportunities of 12.03 or 12.04 will be laid off.
- 12.07 When determining layoffs, all decisions regarding the qualifications of full-time and part-time employees will be at the discretion of the employer subject to the grievance/arbitration procedure.
- 12.08 An employee who is displaced into a lower classification will receive the lesser of the employee's current wage or the maximum of the next lower classification in which they are placed.
- 12.09 If possible, employees to be laid off for an indefinite period will have at least fourteen (14) calendar days' notice. Notice will be given to the employee in writing or will be sent by certified mail to the employee's last known address in their personnel file.
- 12.10 Eligibility for layoff benefits will be determined by unemployment compensation laws of the State of Michigan.
- 12.11 Notice of recall shall be sent by certified mail to the employee at his/her last known address. Employees will be recalled in reverse order of their layoff, provided the employee meets the educational and experience requirements of the position and they have the necessary qualifications to perform the duties of the position.
- 12.12 The Employer has no obligation to recall employees who were on probation when they were laid off.

Article XIII PROFESSIONAL DEVELOPMENT AND MEETINGS

- 13.01 The Employer recognizes its responsibility in encouraging the participation of all employees covered by this Agreement in the work of committees and task forces set up within the library outside of the employees' regular work assignments. The Employer shall strive to spread such participation as broadly as possible, with due regard to the employees' abilities and requirements of their regular jobs.
- 13.02 To support professional growth of employees covered by this Agreement, the Employer will conduct in-service training workshops when appropriate as

determined by the Employer. Suggestions from employees regarding in-service training programs are encouraged.

13.03 All decisions regarding release from work and/or excused absence to serve on a committee, participate in a meeting, or attend any other professional development function will be made by the Director or designee at his/her sole discretion.

13.04 The Employer will pay for an employee's time, to a maximum of ten (10) hours a day (including travel time for the time it normally takes to drive), registration fees and travel expense in accordance with the established travel policy of the Employer, to attend job-related conferences, workshops or courses which are approved for that employee in advance by the Director or designee.

The travel time should be calculated as the additional time needed to travel (drive) to the workshop from the employee's home or work location, whichever is closest to the employee's destination. The employee will be paid at their regular rate of pay.

All staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay the basic membership fee for the following employees only; Technical employees at the T4 level and higher, librarians, and other professional staff to join the Michigan Library Association.

13.05 The Employer will pay for an employee's time to a maximum of eight (8) hours a day (including travel time and mileage) to attend meetings not at their normal work location and required by CADL.

Article XIV EMPLOYEES AND OTHER PERSONS EXEMPT FROM AGREEMENT

14.01 Temporary Employees Temporary employees are hired to perform special tasks or to cover regular positions that are temporarily unfilled. A temporary position will not be filled for longer than six (6) months unless extended by mutual agreement.

If a temporary employee is hired directly by the Employer, and not through a temporary agency, that employee is subject to Article 5, Section 5.01 and will be paid for any CADL holidays (prorated) while working for CADL.

If a temporary employees is hired as a CADL employee, their time off accruals will be based on the first day of their temporary employment.

14.02 Contractual Employees All independent contractors (individuals or companies) retained by the Employer who have a particular expertise which is unique, certified, licensed, or the like. The Employer shall not contract out the current work and

responsibilities of bargaining unit employees if such contracting results in the layoff and/or permanent replacement of such employees.

- 14.03 Student Interns. Student interns, who are enrolled in a Masters of Library Science (MLS) or equivalent program, may perform basic level librarianship work for a limited period of time (usually the length of the school term). Student interns receive no pay or benefits for their work and will not replace current employees.
- 14.04 Volunteers. The Employer will establish a Volunteer Program to enhance its image in the community. Volunteers will be used based on library needs, volunteer availability, and skills/abilities. Volunteers may perform various duties such as: greeting patrons, handing out brochures, serving refreshments, shelving books, dusting shelves or cleaning, watering plants, landscaping and gardening, seasonal decorating, reading as a special program (not story times). In no event will volunteers displace bargaining unit employees. Volunteers will be given various assignments in the library and be subject to the volunteer policy.
- 14.05 Work-Study Students hired under the Federal Work-Study Program.
- 14.06 Substitute Employees Substitute employees may be hired to work as needed in a specific classification. Substitute employees will only be used to cover absent employees such as those on vacation, leave of absence, special tasks, temporarily unfilled positions, and other approved absences from the employee's workstation. Regular employees who act as substitutes must meet the hour requirement of their regularly scheduled location prior to substituting unless they have supervisory approval. Management has the right to add and delete employees to the substitute list as necessary. Regular employees can use substitute hours towards their accrual for paid time off.

Substitute employees may consist of current employees, former employees who separated in good standing, and external substitutes trained and authorized by the Employer.

When selecting a substitute to fill a vacancy to the extent possible, depending on the amount of advanced notice provided for branch or outreach shifts, the supervisors will offer available shifts first to current employees.

- 14.07 Current employees who act as substitutes will be paid at their current regular rate of pay unless the substitute shift is four (4) hours or longer and the current employee is substituting in a higher classification. If the shift is four (4) hours or longer, the current employee will receive their current rate of pay or the minimum of the higher classification, whichever is greater.

Article XV TEMPORARY ASSIGNMENTS

- 15.01 When a position is temporarily vacant, the Employer will discuss with the supervisor their staffing needs and may assign an employee to temporarily assume various responsibilities of another position.

- 15.02 An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher classification for more than twenty (20) working days shall be paid at either the entry level rate for the higher classification or 5% above his/her current rate, whichever is greater, provided the increase falls within the salary range of the new position. The pay increase shall be retroactive to the first day he/she started the temporary assignment.

- 15.03 An employee may be temporarily assigned to the work of any position in the same or lower classification and shall not suffer any loss of pay during the period of the temporary assignment.

- 15.04 A temporary assignment will not continue beyond ninety (90) consecutive calendar days unless otherwise mutually agreed between the parties.

- 15.05 An employee shall not be assigned more than one temporary assignment per calendar year unless otherwise mutually agreed between the parties.

Article XVI VACANCIES

- 16.01 Notices of job vacancies within the Employer will be posted both externally and internally at Headquarters and in each Branch. Copies of all such notices will be forwarded to the Union. However, the Employer reserves the right to reassign an existing employee into a vacant position without posting the position. If an opening is going to be filled by reassignment, the Employer will send an email to staff notifying them that the opening will be filled prior to the reassignment.

- 16.02 Employees interested in being considered and who believe they are qualified for the position must submit a completed application form to the Human Resources Office.

- 16.03 Selection to fill any job vacancy shall be based on ability to perform the job as reflected by the interview process, education, experience and training. A reference and background check on new union employees will be completed by the Human Resources Director. If the candidate is a current or former CADL employee, the employees' past performance appraisals will be considered. The Employer reserves the right to fill or not fill a vacancy.

16.04 Employees who are selected to fill any job vacancy will be on a Trial period for (5) months during which time they will be returned to their previous position if, at the sole discretion of the Employer, the Employee is unsuccessful during this period. This Trial period will not affect benefits. During this time, the employees' performance will be reviewed periodically by their supervisor.

16.05 Employees who are selected to fill a position in a higher salary grade shall receive the new salary classification minimum or an increase of at least 5% to their current salary, whichever is greater, provided the increase falls within the salary range of the new position.

Article XVII REASSIGNMENT

17.01 A reassignment is a lateral change within a job classification.

17.02 All employees are assigned to a department/location upon being hired and are subject to reassignment based on organizational needs as determined by the Employer.

17.03 An employee being reassigned will receive two (2) weeks' notice prior to the effective date of the transfer if the work schedule and location of the employee are affected.

17.04 When making reassignments, the Employer will consider any scheduling hardships caused by the reassignment and, whenever possible, allow employees some flexibility in their work schedules for a reasonable period of time.

17.05 Reassignment will not be used as a means of discipline against an employee. An employee who is reassigned will be on a trial period for five (5) months and may be reassigned to another position if unsuccessful. CADL will make a reasonable effort to find a suitable position for the employee.

Article XVIII WAGE INCREASES AND CLASSIFICATION DESCRIPTIONS

18.01 All new employees will be assigned a job title and a classification upon being hired.

18.02 The starting pay rate for new employees will be within their classification pay range and based on their education and experience as determined by the Employer.

18.03 Table I, which is attached hereto, lists the current classification, job titles, and salary ranges for each position.

18.04 WAGES

2023 -Technical Employees will receive a 3% base wage increase on January 1st

2023 -Professional Employees will receive a 3% base wage increase on January 1st

2024 -Technical Employees will receive a 3% base wage increase on January 1st

2024- Professional Employees will receive a 3% base wage increase on January 1st

2025 -Technical Employees will receive a 3% base wage increase on January 1st

2025 -Professional Employees will receive a 3% base wage increase on January 1st

2026- Technical Employees will receive a 3% base wage increase on January 1st

2026 -Professional Employees will receive a 3% base wage increase on January 1st

18.05 On January 1st of 2023, each employee will receive the following one time increase to their base wage based on their years of service in a union position at CADL:

0 -5 years of service =.5%

6 -10 years of service = 1 %

11 – 15 years of service =1.5%

16 – 20 years of service =2.0%

21 – 25 years of service =2.5%

18.06 Pay Ranges Any pay increase will be included in the employee's salary unless the employee's pay rate has exceeded the salary range maximum. If the employee's pay rate exceeds the maximum salary level for their position, the increase will be given in the form of a lump sum. Exceptions will be made for employees listed in Memo of Understanding #3.

18.07 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.

18.08 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.

18.09 There will be a job description for each position in the bargaining unit. These descriptions are located in the Human Resources Office. A copy will be forwarded to any employee upon request.

- 18.10 Permanent procedural and/or substantive changes to the customary duties to be performed by an employee in the bargaining unit will require an updated job description and will be discussed with the Union as they are updated.

Article XIX NEW POSITIONS AND CLASSIFICATIONS

- 19.01 A new position shall be defined as a position which was not previously authorized by the CADL Board. All new positions within the bargaining unit shall be discussed with the Union as a matter of information prior to the job being posted.
- 19.02 New classifications and/or changes in classification shall be discussed with the Union as a matter of information prior to implementation.
- 19.03 In the event the Union disagrees with the classification of a new position, changes in a classification, or the pay rate of such, the Union may discuss its concerns with the Human Resources Director. If there is no resolution at that meeting, the Union may discuss it with the Executive Director. The decision of the Director is final.
- 19.04 Regardless of the source of funding to pay for any position, if the position falls within the scope of the classifications represented by the Union, the provisions of the Union contract shall apply. Positions funded from outside sources will terminate upon the expiration of the funding.

Article XX PERSONNEL FILES

- 20.01 An Employee who wishes to view the contents of his/her personnel file may, at any time, make a written request to the Human Resources Director. The Human Resources Director will arrange for the employee to view his/her personnel file. The employee may also make a written request for a photocopy of the contents of his/her personnel file. The Human Resources Director will make those copies available to the employee.
- 20.02 The materials in an employee's personnel file shall not be shown to anyone other than the Human Resources Office and the Administrative staff without informing the employee.
- 20.03 Management will assure locked files are available at all Employer locations for maintaining personnel related employee information.
- 20.04 The Employer shall make available a form for employees to list other locations in which they might like to work and other information regarding their backgrounds,

courses taken, and special interests and skills. Such forms shall be maintained by the Human Resources Director.

Article XXI WORKING HOURS

- 21.01 The normal work week for full-time employees shall be a week of forty (40) hours. The work week begins at 12:00 midnight on Friday and ends at 12:00 midnight on the Friday one (1) week later. Part-time employees are those employees who are regularly scheduled to work less than forty (40) hours per week.
- 21.02 Employees may not work more than six (6) hours without taking an unpaid lunch/dinner break. This unpaid break will be a minimum of ½ hour and a maximum of 1 hour based on the needs of the library. At the discretion of the Library Head or designee, or Supervisor this requirement may be waived.
- 21.03 Employees who are scheduled to work a shift of four hours and less than six hours will be entitled to one paid fifteen (15) minute break period. Employees who work a shift of six to eight hours or more are entitled to a second paid fifteen (15) minute break period. Break periods must be incorporated within the shift and may not be used at the beginning or end of a shift or at the beginning or end of a lunch/dinner break. Break periods are optional but do not accumulate if not taken.
- 21.04 It is understood that the Employer will make a reasonable effort to make it possible for employees to have uninterrupted rest (15 MIN) and meal breaks (30 MIN). However, exceptions may be made when staffing levels require employees to remain in the building. Employees required to remain in the building during their break will be paid for that time at their regular rate of pay. If an employee is required, to remain in the building during their meal break by their supervisor, it must be noted on their time card.
- 21.05 Part –time Technical, Clerical and Para-Professional employees cannot be scheduled and cannot work ten (10) or more 8-hour days per month without the prior approval of the Human Resources Director.
- 21.06 The decision to close a library can only be made by the Executive Director or designee based on factors such as loss of power, water, extreme weather conditions, or other extreme circumstances that involve the health or safety of employees or patrons.
- 21.07 If the library has an unscheduled closing and staff are sent home, all staff scheduled for that day will be paid for their scheduled hours lost due to the closing.
- 21.08 The work schedule of each employee is the sole responsibility of the Employer and will be set to provide the best possible service to the public.

Article XXII OVERTIME

22.01 Under the law, within each bargaining unit, only non-exempt employees are entitled to overtime pay for hours actually worked in excess of forty (40) hours during the work week.

22.02 Exempt employees are professional employees who are expected and required to work the hours necessary to accomplish their assigned duties. Such work may require hours worked in excess of the standard work week. Such additional work need not be compensated.

22.03 Exempt employees may earn equal compensatory time for any time worked in excess of the number of hours for which they were hired per pay period provided the excess time is approved in advance by the Executive Director or designee. Compensatory time may accumulate up to forty (40) hours (prorated for part-time employees) but may only be used with the advanced approval of the employee's supervisor. Employees may be authorized to work in excess of the hours for which they were hired in a pay period as long as their total accumulation of compensatory time does not exceed forty (40) hours (prorated for part-time employees)

22.04 A non-exempt employee who actually works in excess of forty (40) hours in a work week, shall be entitled to compensation at one and one-half times his/her regular rate of pay. Overtime must be authorized in advance by the Executive Director or designee.

22.05 When an employee is required by a supervisor to return to work in excess of their regular shift, the employee shall be guaranteed at least two (2) hours of work at his/her regular rate of pay.

22.06 Unauthorized work performed away from the place of employment is voluntary on the part of the employee and therefore shall not be construed as overtime within the meaning of this provision.

Article XXIII HOLIDAYS

23.01 Employees shall be paid for eleven (11) holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

23.02 Part-time employees will receive Holiday pay on a prorated basis.

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	2 hours Holiday Pay
15 per week	3 hours Holiday Pay
20 per week	4 hours Holiday Pay
25 per week	5 hours Holiday Pay
30 per week	6 hours Holiday Pay

23.03 Should a holiday fall on a Saturday or Sunday, the Employer will designate Friday or Monday as the holiday.

23.04 The Library will also be closed five additional days, Easter Sunday, the Saturday and Sunday before Memorial Day and the Saturday and Sunday before Labor Day. These are not paid holidays but additional time off.

23.05 Holiday pay will not be paid during a week when an employee has any unpaid time.

23.06 When an employee is normally scheduled to work more hours of a Holiday than hours allowed for the Holiday pay, the employee will have the choice to either make up the hours during the pay period or use paid time off to cover the hours.

23.07 In recognition of the need to provide public service to our library patrons, the library drop boxes will remain unlocked during the holidays and system-wide closed days. Public service employees will be asked to volunteer to empty the drop boxes at those branches where the Library Head determines the box needs to be emptied. If no volunteers are found then employees will be scheduled on a rotating basis.

No employee will be scheduled to work more than two (2) hours on a holiday or system-wide closed day including travel time. Any employee who works on a holiday or system wide closed day will be paid at two (2) times their regular rate of pay.

Any staff member may choose to work fewer hours in lieu of being paid for this time at a rate of one (1) hour of work = two hours of time off for hours worked.

Article XXIV VACATIONS

24.01 All vacation requests must be made in writing and normally be submitted to the employee's supervisor at least one (1) week in advance. However, employees are encouraged to submit vacation requests of one week or more at least one month in advance in order to maximize the opportunity for approval. The supervisor will determine whether to grant any vacation request based first on the needs of the library and second on the wishes of the employee.

24.02 Vacation time may not be taken in less than 15-minute segments.

24.03 Full-time employee must have a total of eighty (80) hours paid time in a pay period to accrue vacation. All other employees earn vacation at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

24.04 The annual vacation allowance for full-time Bargaining Unit Employees shall be based on the following accrual rate and credited to the employee's vacation bank:

1st Year:	3.0770 hours per pay period up to 10 days
2nd Year:	3.3847 hours per pay period up to 11 days
3rd Year:	3.6924 hours per pay period up to 12 days
4th Year:	4.0000 hours per pay period up to 13 days
5 th Year:	4.6154 hours per pay period up to 15 days
6 th Year:	4.9231 hours per pay period up to 16 days
7 th Year:	5.2308 hours per pay period up to 17 days
8 th Year:	5.5385 hours per pay period up to 18 days
9 th Year:	5.8462 hours per pay period up to 19 days
10 th Year and above:	6.1539 hours per pay period up to 20 days.

24.05 Current full-time employees who accrue vacation at a higher rate will continue to accrue at the higher accrual rate.

24.06 Part-time employees will accrue vacation on a prorated basis. As outlined in attachment #1.

24.07 Full-time employees having over two hundred and forty (240) hours of unused sick leave may convert up to a maximum of eighty (80) hours of sick leave into vacation leave at a rate of sixteen (16) sick hours to eight (8) vacation hours as long as their sick hours do not fall below a total of two hundred and forty (240) hours. This conversion can be done annually but not within 30 days of an employee's resignation

or retirement. Part-time employees-eligible for conversion on a prorated basis as outlined in attachment #2.

24.08 Vacation allowances may be accrued to a maximum of two Hundred and forty (240) hours. No additional hours will accrue. Vacation allowances will be prorated for part-time employees-

24.09 Part-time staff (25 hours per or less) whose vacation banks are greater than three (3) weeks may cash out one week of vacation per calendar year. Eligible part-time employees may not cash out less than one full week of time each year and the payment will be reduced by all required deductions. Requests to cash out one week must be made in writing to the Human Resources Office and will be processed within 30 days.

24.10 Vacation time will not accumulate during the period of time any employee is absent from work without pay or during a disability leave of absence, or during unpaid leaves of absence except for pre-approved union business.

24.11 Upon resignation or dismissal, any accrued vacation will be paid out for up to five weeks (200) hours to any employee who has worked for more than one hundred eighty (180) calendar days. This amount is prorated for part-time employees.

24.12 No employee shall use vacation leave on their last day of employment.

Article XXV PERSONAL LEAVE

25.01 All full-time employees are entitled to two (2) personal days per year for personal business and non-illness emergencies. These employees will be credited with 16 hours annually on January 1st. New full-time employees hired after July 1st will be given eight (8) hours in the first year.

25.02 The hours must be used in the calendar year in which they are earned or they are lost. In the event the employee leaves full-time employment before this time is used, he/she will not be entitled to be paid for this time. Personal leave may not be taken in less than fifteen-minute segments.

25.03 Part-time employees will receive personal time on a prorated basis.

25.04 Personal leave may be taken only with the permission of the department head or supervisor. Three (3) days prior notice may be required at the department or supervisor's discretion except in cases of emergency.

25.05 Personal leave is provided for legitimate business, professional, and family obligations that an employee regularly encounters which cannot be met outside of the employee's workday.

No employee shall use personal leave on their last day of employment

Article XXVI LEAVES OF ABSENCE

Leaves without pay

26.01 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

Leave pursuant to the FMLA for serious illness, birth or adoption of a child or for a covered family member's active duty or call to active duty in the Armed Forces is available for eligible employees. Employees who have been employed by CADL for at least one year and who have worked at least 1250 hours during the previous 12 months are eligible for up to 12 weeks of unpaid leave. During this absence from work, the employee is entitled to continuation of health care benefit coverage.

Employees must first use all available sick, vacation, and personal leave to cover such leave, except that full-time employees may reserve 16 hours of vacation and part-time employees may reserve 8 hours of vacation.

Employees qualifying for an FMLA leave must provide notice to the Human Resources Department. The employee will be responsible for having their health care provider complete a certification form.

The leave may be extended to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent, or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating.

Questions concerning FMLA leave should be referred to the Human Resources Office.

26.02 A leave without pay for full and part-time employees may be granted at the sole discretion of the Executive Director for extended illness of the employee or the employee's family member, for extended travel, for study or for other special reasons if it does not interfere with the operation of the library system. Any request for such leave shall be submitted in writing to the Director at the earliest possible time. No employee may work less than their normal work schedule without using vacation, sick, personal leave, funeral leave or an unpaid leave of absence. The decision to grant or not grant an unpaid leave of absence is not grievable unless the unpaid leave is an FMLA leave or a union leave specified in Article 6.04.

- 26.03 The employee may pay the entire cost of his/her health insurance coverage while on leave for a period up to eighteen (18) months. Payment for each month's coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.
- 26.04 The Library will hold a position for an employee on an approved leave of absence (other than FMLA) for the first sixty (60) calendar days of such leave.
- 26.05 In cases of FMLA or medical leave, seniority will continue to accrue for one year after all paid leave is exhausted. In all other leave of absences longer than one (1) month, seniority is frozen and does not accrue. If necessary the Employer reserves the right to hire a temporary employee to perform the duties of the absent employee during their leave without regard to time limitations.
- 26.06 It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on a leave of absence, unless agreed to by the Director. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.
- 26.07 Military leave will be granted in accordance with applicable state and federal law.
- 26.08 The Library will comply with the provisions of the Veterans' Re-employment Rights Act. Any claimed violation will not be subject to the grievance procedure of this collective bargaining agreement.

Leaves with pay

26.09 Bereavement Leave

- (a) A full-time employee shall be allowed up to five (5) working days leave with pay, not to be deducted from sick leave, in the case of a death of a legally married spouse, domestic partner, child, stepchild, parent, step parent, or a legal guardian
- (b) A fulltime employee shall be allowed up to two (2) working days with pay, not to be deducted from sick leave in the case of a death of a sister, brother, uncle, aunt, grandparent, or grandchild, mother-in law, father-in law, sister-in-law, brother –in-law, son in –law, daughter in-law, legally married spouse's or domestic partner's grandparents, niece, nephew, niece-in-law and nephew-in-law.

- (c) Absences for funerals of persons other than those mentioned in 26.11 a, may be allowed under vacation, sick or personal leave subject to supervisory approval.
- (d) Part-time employees-will receive funeral leave on a prorated basis.
- (e) Time off for funeral leave may be extended using vacation, sick and personal leave time.

26.10 Reserve Duty Leave – Full-time employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference, for up to two weeks per year, between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted to the Human Resources Office.

26.11 Employees accrue seniority during a paid leave of absence.

26.12 The Director or designee may approve a paid administrative leave of up to three (3) days for any employee who as experiences or witnessed a particularly difficult or disturbing event in the course of their work. Counseling may be made available by the Employer to assist the employee’s return to work.

Article XXVII SICK LEAVE

27.01 All full-time employees earn sick leave credit at a rate of four (4) hours at the completion of each pay period when 80 hours of time is recorded on the time record including holiday time, vacation time, personal time, sick time and hours worked. All other employees earn sick leave, on a prorated basis, at the completion of each pay period when twice the number hours they are regularly scheduled to work in a week, are recorded on their timecard as paid time including holiday time, vacation time, personal time, sick time and hours worked.

27.02 The following is the accrual rate:

<u>Hours regularly scheduled to work</u>	<u>Accrual Rate</u>
10 per week	1 hour per pay period
15 per week	1.5 hours per pay period
20 per week	2 hours per pay period
25 per week	2.5 hours per pay period

Hours regularly scheduled to work is defined by the number of hours per week the employee was hired to work. This does not include any additional hours the employee may or may not work during a pay period.

27.03 Employees who are regularly scheduled to work hours which are not illustrated above use the following formula to determine their accrual rate:

$$\# \text{ of hours regularly scheduled} / 80 \times 4 = \text{hours accrued per pay period}$$

27.04 Sick leave credit may be accumulated to a maximum of 130 days (1040 hours). No additional hours will accrue. This amount will be prorated for part-time employees and those listed in the Memo of Understanding #1 dated September 27, 2004.

27.05 Sick leave credit may not be used in less than 15-minute segments.

27.06 When an employee is unable to report to work as assigned, he or she must contact his or her supervisor one hour prior to the beginning of each scheduled workday unless extreme physical circumstances due to illness or injury prevent such contact. If the supervisor is not available, and the employee is not a public service employee, he/she may leave a message on the supervisor's voicemail. Public service employees must speak to their supervisor or the person in charge of the library. If they are unable to reach their supervisor or the person in charge, the employee must speak to another person at their branch and the Senior Associate Director of Public Service.

27.07 When the use of sick days extends beyond three (3) consecutive working days, the employee may be required to furnish the Library with a statement of an attending physician. It is within the discretion of the employee's supervisor to require documentation concerning illness resulting in absences of less than three days.

27.08 While on paid sick leave, an employee will be deemed to be on continued employment for the purpose of computing benefits. Employees who have used their paid leave balance and do not have approval for other paid leave or an unpaid leave of absence will be considered unexcused and will be disciplined.

27.09 Sick leave may only be used for absences due to illness or to care for members of the employee's immediate family, when necessary or to extend funeral leave per Article 26.09. The immediate family shall include legally married spouse, children, parents, sister, brother or any member of the employees' household or any person who stands "in loco parentis."

27.10 Employees who routinely exhaust their sick leave balance or are suspected of abusing or misusing sick leave for things other than the intended purpose will be investigated for abuse of sick leave. The employee may be required to submit a medical certification from their physician before paid sick leave is granted. Employees who are found to be misusing or abusing sick leave will face discipline.

- 27.11 At the request of their supervisor, employees may be required to provide a doctor's statement prior to returning to work to verify the employees' fitness for duty.
- 27.12 Employees using sick leave on the first working day prior to a holiday or scheduled vacation or the first working day immediately following a holiday or scheduled vacation may be required to provide a doctor's statement.
- 27.13 Any unused and accumulated sick leave will be lost when the employee resigns, retires or is terminated by the Employer.
- 27.14 If an Employee transfers to part-time employment, any unused and accumulated sick leave earned during full-time employment shall be credited to their sick bank.
- 27.15 The Employer may allow sick time donations within its discretion. Any decision by the Employer shall not be grievable. If a request for donating sick time is approved by the Employer the following procedure will be followed:
- (a) The maximum time an employee may donate shall be 24 hours per person needing donated hours per rolling year. This time must be in no less than 8-hour increments. (A rolling year is defined as the time from when hours are first donated to an individual until one calendar year from that date.)
 - (b) The list of donating employees will be arranged in alphabetical order of last name from "a" to "z" and "z" to "a" on an alternative basis for each separate donation.
 - (c) The donated time will be taken from sick time or vacation time accumulations at the request of the donating employee.
 - (d) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
 - (e) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
 - (f) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have a total of sick and vacation accumulations of 240 hours.
 - (g) This Article applies to part-time employees on a pro-rated basis.

Article XXVIII JURY DUTY

- 28.01 Any employee who receives a jury duty interview and appearance notice shall inform the Employer as soon as possible of such notice. Employees will be excused for the length of their jury duty.
- 28.02 Employees are expected to report to work when temporarily excused from jury duty on any particular day.
- 28.03 Employees shall receive regular pay for their scheduled work time during their approved jury duty leave of absence, but must endorse or pay to the Employer the compensation received for jury duty
- 28.04 To be eligible for regular pay while on jury duty, employees must also furnish the Employer with a copy of the jury duty notice and the check stub indicating the dates for which jury pay was received.
- 28.05 Mileage payments may be retained by the employee. Employees may keep jury duty pay when duty is performed during unscheduled work time.

Article XXIX BENEFITS

- 29.01 The Employer will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential co-pays for both the Employer and employees. The Employer will provide the Union with new health care premium rates as soon as they are available.
- 29.02 The Employer will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition provides options of health plans, the Employer will maintain the current plan or provide another health plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.03 Upon the ratification of this contract, the Employer will offer the prescription drug plan offered through the Health Coalition. In the event that the Health Coalition provides options of prescription drug plans, the Employer will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. The Employer reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.
- 29.04 The Employer will institute the Employer CAPS established by the State of Michigan for public employers. Employees will be responsible for paying the cost of the health insurance premium above the cap. Each year, the Employer will evaluate and

determine if continuing with the CAPS or moving to the 80/20 split method is mutually cost effective for both parties.

29.05 An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two person, and single subscriber) directly to the employee as a taxable compensation. The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

Employees losing medical coverage from another source shall notify the Human Resources Director immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

29.09 Dental Benefits – The Employer shall provide dental insurance for regular full-time employees and their legal dependents on the first of the month as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-

<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Bridges, Partials And Dentures	50%	50%
<u>Class IV Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>

Orthodontics 50% 50%

Payment under this provision is limited to ONE THOUSAND DOLLARS (\$1000) maximum per person per calendar year for Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1000 per eligible person.

29.10 Vision – The Employer shall provide vision insurance to regular full-time employees and their legal dependents on the first of the month. The coverage is as follows:

Standard Eye Examination and Glasses

- Eye Examination Once each 12 months from last date of service.
Examination covered in full less \$10.00 co-pay.
- Spectacle Lenses 1 each 24 months from last date of service
- Frames 1 each 24 months from last date of service
Maximum allowance of \$150

There is a \$25.00 co-pay for lenses and/or frames.

- Contact Lenses – Eye examination covered less \$10.00 co-pay.
Elective Maximum allowance of \$130

Medically Necessary Covered in full under certain conditions.

29.11 Life Insurance – The Employer shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time employees effective the first day of the month following the date of hire.

Employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by

the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with the Employer's requirements.

29.12 Medical Expense Reimbursement Account - All regular full-time employees are eligible to participate in a Medical Expense Reimbursement account . During open enrollment period, employees can reduce pre-tax compensation by up to the maximum allowed by law per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

29.13 Dependent Care Account – All regular employees are eligible to participate in a Dependent Care Reimbursement Account. Employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

29.14 Deferred compensation –

All employees may participate in the MERS 457 Supplemental Savings/Deferred Compensation Plan. This plan is a payroll deduction savings plan that allows employees to set aside money from their paycheck and have the taxes deferred until a later date, usually retirement. For complete details, a pamphlet is available from the Human Resources Office.

Part-time employees will be automatically enrolled in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan and will receive the following deposits into their account:

January 1 st of each year (2023- 2026)	\$75
July 1 st of each year (2023 – 2026)	\$75

Newly hired part-time employees will receive the \$75 deposit at their next interval (January or July) after their date of hire.

Monies in the account will be managed by the employee and upon termination of employment, the employee will be eligible for their full account balance.

29.15 The Employer retains the right to unilaterally change the method of providing insurance, including changing carriers, and funding the benefits herein and not participating with the Ingham County Health Care Coalition. The benefits provided shall meet the minimum requirements set forth in this Article. The Employer may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and

condition of employment, and the Employer is free to unilaterally change these benefits to those benefits minimally required.

29.16 The Employer reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Employer may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.

29.17 All insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures.

29.18 Full-time employees who are terminated, laid off or go on an unpaid leave of absence are eligible for up to 18 months of Cobra coverage and must assume the full cost of such premiums commencing the first full month following their termination, layoff, or commencing with their leave of absence.

29.19 All employees must participate in direct deposit or must sign up for the CHASE-VISA card provided through our payroll provider.

29.20 Parking, at a location of the Employer's choosing, will be paid by the Employer for employees whose work location is the Downtown Library or for other employees who visit the Downtown Library for work related purposes.

29.21 By a joint written agreement, the parties may amend this article and reduce the benefits covered under this Article.

29.22 Management will establish a Joint Health and Safety Steering Committee. The Committee will be comprised of The Director of Operations, The Director of Human Resources and at least one member of the union as mutually agreed to between the Union and Employer. The Committee will address health and safety concerns and make recommendations for resolutions to the Executive Director.

Article XXX SAVINGS CLAUSE

30.01 If any article or section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be enjoined by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article XXXI RETIREMENT

31.01 Employees shall be covered by the Municipal Employees Retirement System (MERS). The Employer and Employees shall abide by all the terms and conditions of that plan.

31.02 All Technical, Clerical and Para-professional employees who work 10 eight-hour days per month and all Professional employees who work 10 four-hour days per month qualify for retirement benefits under this plan.

31.03 The Employer will contribute 8% of each eligible employee's gross salary per year to either a MERS Defined Benefit Plan or a MERS-ICMA Defined Contribution Retirement Plan. Employees understand they will be responsible for any additional amount owed above the 8% contribution. These Employees' contribution may vary from year to year.

31.04 All new eligible employees will receive a Defined Benefit as follows;

Non-Professional employees: B-2, V-10, FAC5 w/ F55 (20 years)

Professional employees: B-2, V-10, FAC5, E-2

31.05 Employees in the Defined Contribution plan are vested after one (1) year of continuous service to the Employer. Any employee who terminates his/her employment prior to completing one (1) year of service loses all rights to this benefit.

31.06 Employees in any Defined Benefit plan will be subject to all vesting and eligibility requirements outlined in the plan.

31.07 All eligible employees who enroll in the MERS Defined Benefit plan hereby authorize the Employer to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.

31.08 All unused and accumulated vacation time will be paid to any full-time employee upon their retirement. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.

31.09 Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with the Employer, shall not be entitled to any health benefits from the Employer or any other benefits from the Employer as described in Article 31 of this Agreement.

Article XXXII DURATION, MODIFICATION AND AMENDMENTS

32.01 This Agreement shall be effective on January 1, 2023 and shall continue in full force and effect through December 31, 2026.

32.02 The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60) days but not more than ninety (90) days prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

32.03 During the life of this Agreement either party may propose an amendment to the Agreement, and parties must mutually agree to reopen this contract to consider the proposed amendment. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Article XXXIII PAST PRACTICES AND OTHER AGREEMENTS

33.01 There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. The policies and/or practices of any other employer (or past employer) shall not be binding on the Employer.

33.02 This Agreement embodies all the obligations between the parties evolving from the collective bargaining process.

33.03 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject and matter referred to in this Agreement, even though such subject or matter may or may not have been within the knowledge or contemplation of either or both parties at the time that they negotiate or sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

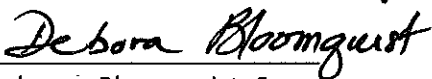
Capital Area District Library



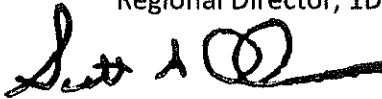
United Auto Workers



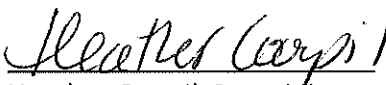
Jeff Croff, Chairperson


Debora Bloomquist, Secretary

Steve Dawes
Regional Director, 1D

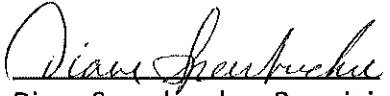


Scott Dedic, UAW International
Staff Representative


Heather Goupil, Bargaining
Committee



Deborah Ketchum, Bargaining
Committee


Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #1

The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand that a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2005, allow the educational requirements of the current position of the following individuals to be waived only for the purposes of Article 12 Layoff and Recall:


Name	Current Position
Harriet Chesley	Library Assistant
Rose Marshall	Library Assistant

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

Capital Area District Library

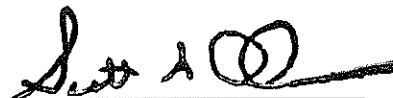


Jeff Croff, Chairperson



Debora Bloomquist, Secretary

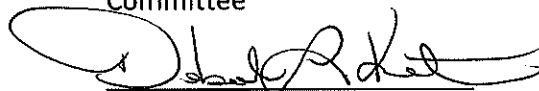
United Auto Workers



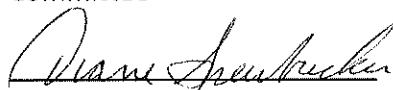
Scott Dedic, UAW
International Representative



Heather Goupil, Bargaining
Committee



Deborah Ketchum, Bargaining
Committee



Diane Speerbrecker, Bargaining
Committee

Memorandum of Understanding - #2

The Employer, Capital Area District Library (CADL) and the Employees of CADL, represented by UAW Local 2256, hereby agree and understand Article 11 Seniority section 11.07 of a certain collective bargaining agreement (CBA) dated _____ and effective January 1, 2016 applies to the following CADL employees:

Mark Neese

This change will be made retroactively for the above employees. Any additional employees who are not listed and are made known will be discussed with the union and added if mutually agreed to.

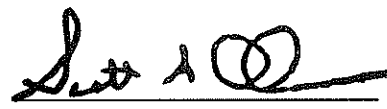
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 21st day of December, 2022.

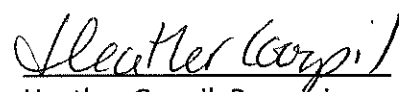
Capital Area District Library

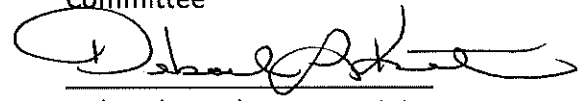

Jeff Croff, Chairperson



Debora Bloomquist, Secretary

United Auto Workers


Scott Dedic,
UAW International
Representative


Heather Goupil, Bargaining
Committee


Deborah Ketchum, Bargaining
Committee


Diane Speerbrecker, Bargaining
Committee

Memo of Understanding - #3

The Employer, Capital Area District Libraries (CADL) and the Employees of CADL represented by the UAW Local 2256, hereby agree and understand that on January 1, 2023, the following individuals named below will receive their negotiated longevity payment (Article 18) which increases their base wage. It is further agreed the increased base salary for the below employees will be paid for the life of this contract and/or until December 31, 2026, even if the employee's pay rate exceeds the salary range maximum. The following employees will not receive a lump sum payment as provided in Article 18.05 based on this longevity pay increase for the life of this contract and/or until December 31, 2026.

P4	Melissa Cole	Regional Library Head
P3	Cheryl Lindemann	Selection Specialist
T4	Linda Bissell	Acquisitions Head
T4	Joye Judy	Library Assistant
T4	Harriet Chesley	Library Assistant
T4	Rose Marshall	Library Assistant
T4	Mark Buzzitta	Library Assistant
T4	Wanda Finney	Library Assistant
T4	Diane Warfield	Library Assistant
T2	Tracey Worman	Library Clerk
T2	Diane Speerbrecker	Library Clerk
T2	Zarada Larive	Library Clerk
T2	Timothy Hart	Delivery Driver
T2	Lisa Gewirtz	Acquisitions Clerk

This exception to Section 18.05 is for the above-named employees only and will not apply to any other employees for the life of this contract and/or until December 31, 2026.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 2nd day of December, 2022.

Capital Area District Library



Jeff Croff, Chairperson

United Auto Workers



Scott Dedic,

Debra Bloomquist
Debra Bloomquist, Secretary

UAW International Representative

Heather Goupil

Heather Goupil, Bargaining
Committee

Deborah Ketchum

Deborah Ketchum, Bargaining
Committee

Diane Speerbrecker

Diane Speerbrecker, Bargaining
Committee

Attachment #1

VACATION ACCRUAL RATE

<u>Hours per week</u>	<u>10 hr/week</u>	<u>15 hr/week</u>	<u>20 hr/week</u>	<u>25 hr/week</u>	<u>30 hr/week</u>
1st Year	0.7693	1.1539	1.5385	1.9231	2.3078
2nd Year	0.8462	1.2693	1.6924	2.1154	2.5385
3rd Year	0.9231	1.3847	1.8462	2.3078	2.7693
4th Year	1.0000	1.5000	2.0000	2.5000	3.0000
5th Year	1.1539	1.7308	2.3077	2.8846	3.4616
6th Year	1.2308	1.8462	2.4616	3.0769	3.6923
7th Year	1.3077	1.9616	2.6154	3.2693	3.9231
8th Year	1.3846	2.0769	2.7693	3.4616	4.1539
9th Year	1.4616	2.1923	2.9231	3.6539	4.3847
10th Year and above	1.5385	2.3077	3.077	3.8462	4.6154

Attachment #2

**SICK LEAVE TO VACATION LEAVE
CONVERSION**

Hours per week	Must Have in Sick Leave Bank	Conversion	Max Annual Conversion
10 hr/week	60 hours	4 hrs sick = 2 hrs vac.	20 hrs sick = 10 hrs vac.
15 hr/week	90 hours	6 hrs sick = 3 hrs vac.	30 hrs sick = 15 hrs vac.
20 hr/week	120 hours	8 hrs sick = 4 hrs vac.	40 hrs sick = 20 hrs vac.
25 hr/week	150 hours	10 hrs sick = 5 hrs vac.	50 hrs sick = 25 hrs vac.
30 hr/week	180 hours	12 hrs sick = 6 hrs vac.	60 hrs sick = 30 hrs vac.

Attachment #3

Weingarten Rights

Any employee who is asked to meet with a supervisor or other member of Management Team for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by a union representative if requested by the employee.

After the employee makes the request, the employer must choose one of the following options:

- Grant the request and delay questioning until the union representative arrives and has had a chance to consult privately with the employee;
- Deny the request and end the interview immediately
- Give the employee a choice of having the interview without representation or ending the interview.

If the employer denies the request for union representation and continues to ask questions, the employee has the right to refuse to answer. The employer may not discipline the worker for such refusal

	2023		2024		2025		2026	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
	3% increase each year							
T6	\$ 21.33	\$ 29.86	\$ 21.97	\$ 30.76	\$ 22.63	\$ 31.68	\$ 23.31	\$ 32.63
Head of Circulation	\$ 44,366.12	\$ 62,107.95	\$ 45,697.10	\$ 63,971.19	\$ 47,068.02	\$ 65,890.33	\$ 48,480.06	\$ 67,867.04
T5	\$ 19.35	\$ 26.83	\$ 19.93	\$ 27.64	\$ 20.53	\$ 28.47	\$ 21.14	\$ 29.32
Online Content/Social Media Coord	\$ 40,249.04	\$ 55,809.49	\$ 41,456.52	\$ 57,483.77	\$ 42,700.21	\$ 59,208.28	\$ 43,981.22	\$ 60,984.53
Marketing & Communications Coordinator								
Computer Tech								
T4	\$ 15.77	\$ 21.85	\$ 16.24	\$ 22.51	\$ 16.73	\$ 23.18	\$ 17.23	\$ 23.88
Library Assistant	\$ 32,799.90	\$ 45,451.62	\$ 33,783.89	\$ 46,815.17	\$ 34,797.41	\$ 48,219.63	\$ 35,841.33	\$ 49,666.22
Acquisition Head								
TS Assistant								
Facilities Tech								
Local History Assistant								
Mobile Library Assistant								
MELCAT Assistant								
T2	\$ 13.77	\$ 19.09	\$ 14.18	\$ 19.66	\$ 14.61	\$ 20.25	\$ 15.04	\$ 20.86
Library Clerks	\$ 28,637.83	\$ 39,705.14	\$ 29,496.97	\$ 40,896.29	\$ 30,381.88	\$ 42,123.18	\$ 31,293.33	\$ 43,386.88
TS Clerk								
Delivery Driver								
Outreach Clerk								
Mobile Library Clerk								
3% increase each year								
P4	\$ 33.67	\$ 42.08	\$ 34.68	\$ 43.34	\$ 35.72	\$ 44.64	\$ 36.79	\$ 45.98
Regional Library Head	\$ 70,033.88	\$ 87,519.16	\$ 72,134.90	\$ 90,144.74	\$ 74,298.94	\$ 92,849.08	\$ 76,527.91	\$ 95,634.55
Head of Community Outreach								
P3	\$ 31.34	\$ 39.19	\$ 32.28	\$ 40.36	\$ 33.25	\$ 41.58	\$ 34.25	\$ 42.82
Library Head	\$ 65,187.16	\$ 81,512.94	\$ 67,142.78	\$ 83,958.33	\$ 69,157.06	\$ 86,477.08	\$ 71,231.77	\$ 89,071.39
Technical Services Head								
Public Service Head								
Collection Dvlp Specialist								
Local History Librarian								
Community Engagement Specialist								
Digital Literacy Specialist								
LOTand Business Specialist								
Desktop Specialist								
Systems Administrator								
Systems Analyst								
Youth Services Specialist								
P2	\$ 27.25	\$ 34.06	\$ 28.07	\$ 35.08	\$ 28.91	\$ 36.13	\$ 29.77	\$ 37.22
Public Service Librarian	\$ 56,676.43	\$ 70,845.53	\$ 58,376.72	\$ 72,970.90	\$ 60,128.02	\$ 75,160.02	\$ 61,931.86	\$ 77,414.82
Youth Services Librarian								

CAPITAL AREA DISTRICT LIBRARIES
HUM 221 Non-Union
Administrative Employees
Policy Manual
DECEMBER 20, 2023

Welcome

Welcome to Capital Area District Libraries! We are the 5th largest public library serving more than 230,000 people in Michigan.

Capital Area District Libraries was created when the Ingham County Board of Commissioners entered into a District Library Agreement with the City of Lansing March 10, 1997 to establish a District Library pursuant to the District Library Establishment Act, 1989 PA 24. The major source of funding for Capital Area District Libraries is a millage approved by voters.

The Capital Area District Libraries' Board of Trustees ("Board") has seven members. Five (5) members are appointed by the Ingham County Board of Commissioners and two (2) members are appointed by the City of Lansing.

The Board is the body legally responsible for performing the duties assigned to it by state and local laws. The Board determines how the revenue of the Library will be spent. In addition, the Board appoints the Capital Area District Libraries Executive Director ("Director"), establishes all Capital Area District Libraries' (CADL) policies, and is authorized to contract for Library services in and outside of Ingham County.

Purpose and Intent

The purpose of this Policy Manual is to provide a general reference of the policies Capital Area District Libraries adheres to and a general outline of the benefits CADL has to offer. THIS IS NOT A CONTRACT. Nothing in this Manual is or should be construed as a binding term or condition of employment.

All Managerial non-union administrative employees (NUA employees) of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL.

The following NUA employees of CADL are not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk), serve at the will of CADL, and can be terminated at any time within the sole discretion of the Executive Director.

This Manual constitutes the employment policies of CADL, and it shall not be altered or amended without the concurrence of the majority of the Board of Trustees of CADL. The Board of Trustees reserves the right to unilaterally change CADL's personnel policies within its sole discretion.

This Manual supersedes all prior manuals as well as employment relationships, whether oral or written, between CADL and NUA Employees. Previous manuals and employment relationships, if any, whether oral or written, are canceled.

No Employee and/or Board Member and/or agent of Capital Area District Libraries is authorized to make an oral representation or promise to an NUA Employee which changes the policies set forth in the NUA Employee Manual. Oral expressions or promises made to an NUA Employee shall not be interpreted to create a contractual relationship between an NUA Employee of CADL and CADL, nor shall such communications alter the "at will" employment conditions of CADL. No other statement in this manual shall be construed in any manner to alter the "at will" status of NUA Employees of CADL.

Employment Policies

At-Will Status

As previously indicated, all managerial non-union administrative employees of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL. NUA employees of CADL not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk) serve at the will of CADL and can be terminated at any time within the sole discretion of the Executive Director.

Professional Membership

Managerial NUA Employees are encouraged to join and participate in professional organizations. CADL will pay membership fees up to a total of \$250.00 per year per NUA Employee subject to the approval of the Executive Director. Participation on work time in any organization's events/meetings, etc. must be approved in advance by the Executive Director. Time off to participate will be given at the sole discretion of the Executive Director or designee.

All other NUA staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay for the basic membership fee for the employee to join the Michigan Library Association or other association approved for that employee in advance by the Executive Director or designee.

Graduate Degrees

CADL encourages NUA Management staff members to obtain a graduate library degree from a school approved by the American Library Association or a graduate business degree from an accredited school of higher education by providing financial support.

Individuals who would like to receive financial support for these programs must submit a proposal to the Executive Director prior to enrolling. The Executive Director's decision to approve financial support will be based on the courses showing a direct benefit to the Employer and on available funds. Financial support will be limited to the amount of tuition not including application, registration, or activity fees. Payment will be limited to \$2,500 per employee per year.

Payment will be based on the successful completion of the classes. Employees must receive a "B" (3.0 on a 4.0 scale) or better, or a satisfactory or passing grade in the event that no letter grade is available for the course, to receive any payments.

Class attendance and homework must be completed on the employee's own time and not during work hours.

Employees who leave their employment with the Employer (whether by voluntary or involuntary separation/termination) within two years of completing the classes must agree to reimburse the Employer for 50% of the amount paid by the Employer for those classes.

An NUA Management staff member who utilizes the tuition benefit stated in this paragraph will still be considered to be an "at will" employee. The conferring of said tuition benefit shall in no way alter the "at will" status of the employee.

Salary and Benefits

All new Managerial NUA Employees negotiate their pay rate at the time of hire. All other NUA Employees are subject to the CADL NUA Employee pay scale. See Appendix B.

NON-UNION ADMINISTRATIVE EMPLOYEES MERIT PAY PLAN

The goals of CADL's Non-Union Administrative (NUA) Merit Pay Plan are the following:

1. Recognize and reward degrees of performance by Non-Union Administrative employees
2. Support and contribute to the accomplishments of organizational goals
3. Provide for flexibility in the context of department/library needs
4. Promote fairness

Under this plan, NUA employees will be given the opportunity to enhance their pay by up to 5% annually based on their completion of job duties and behavior goals set by their supervisor.

In January of each year, the NUA employee will work with their supervisor to set performance goals for the year. These goals may be modified or changed during the year if necessary.

In December of each year, the NUA employee and their supervisor will meet to review the goals and the employee's performance during the year. Based on this information, the supervisor will determine the merit increase for the employee from 0 – 5%.

January 1st – NUA employee's pay increase takes effect

Merit pay increases will be added to the NUA employee's base salary until the salary reaches the ceiling of the authorized salary range for that position. Any merit pay increase that exceeds the salary range ceiling will be paid in the form of a lump sum and not be included in the base salary.

Probationary NUA employees will continue to be evaluated at 3 months and 6 months (non-professional) and 6 months and 1 year (professional) during their 1st year.

Probationary NUA employees who have not been employed a full year will receive a merit increase based on their performance, however, their probationary status will be considered.

Executive Director's Merit Pay Enhancement – At the sole discretion of the Executive Director, a NUA employee may be given a merit pay lump sum bonus up to an additional 3% annually. The money will not be included in the employee's base salary. The amount of the payment is based on the employee's performance including special assignments and additional responsibilities. The Merit Pay enhancement is not guaranteed year to year.

Vacation and Personal Leave

NUA Employees are eligible to accrue vacation time. Full-time NUA employees accrue vacation at the completion of each pay period when 80.0 hours of time is recorded on the time record including holiday time, vacation time, medical time, compensatory time and hours worked. Part-time NUA employees accrue pro-rated vacation at the completion of each pay period when twice the number of hours they are regularly scheduled to work in a week, are recorded on their time card as paid time including holiday time, vacation time, personal time, sick time and hours worked.

Managers accrue twenty (20) days of vacation per year. All other NUA Employees accrue based on the following scale:

First year	3.0770 hours per pay period up to 10 days per year
Second year	3.3847 hours per pay period up to 11 days per year
Third year	3.6924 hours per pay period up to 12 days per year
Fourth year	4.0000 hours per pay period up to 13 days per year
Fifth	4.6154 hours per pay period up to 15 days per year
Sixth year	4.9231 hours per pay period up to 16 days per year
Seventh year	5.2308 hours per pay period up to 17 days per year
Eighth year	5.5385 hours per pay period up to 18 days per year
Ninth year	5.8462 hours per pay period up to 19 days per year
Tenth year	6.1539 hours per pay period up to 20 days per year

All full-time NUA Employees receive sixteen (16) hours of personal leave annually on January 1st. New NUA Employees who begin working after July 1st will receive eight (8) hours for their first year and sixteen (16) every year thereafter. All part-time NUA employees will receive a prorated amount based on their regularly scheduled hours.

Accumulation of vacation for full-time NUA employees is limited to 240 hours. This amount is prorated for part-time employees. When this limit is reached, the NUA Employee will stop accruing vacation time. (Under special circumstances, the Executive Director may allow an NUA Employee to accrue additional time.)

Vacation cannot be used without advanced approval by the NUA Employee's supervisor.

Vacation and personal leave cannot be used in less than fifteen (15) minute segments.

Vacation and personal leave will not be allowed in advance of being earned or in anticipation of future medical leave credit.

Upon resignation or dismissal, accrued vacation up to five weeks (200 hours) will be paid in to NUA Employees who have completed their initial probationary period. This amount is prorated for part-time employees.

Medical "Sick" Leave

Medical Leave is a means of insuring that an eligible NUA Employee will not suffer loss of income in the event of personal illness or the illness of the NUA Employees' spouse, children, parents, or persons for whose financial or physical care the NUA Employee has been principally responsible. Medical leave may also be used for visits to physicians, dentist, counselors, therapists, etc. by the NUA Employee or by those mentioned above.

All full-time NUA Employees earn medical leave credit at a rate of 4.0 hours at the completion of each pay period when 80 hours of time is recorded including holiday time, vacation time, medical time, compensatory time and hours worked. All parttime NUA employees accrue medical leave on a prorated basis.

Medical leave credit for full-time employees may be accumulated to a maximum of 130 days (1040 hours). This amount is prorated for part-time employees.

Medical leave credit may not be used in less than 15-minute segments.

Full-time NUA Employees having over 240 hours of unused medical leave may convert up to a maximum of 80 hours of medical leave into vacation leave at the rate of 16 medical hours to 8 vacation hours as long as their medical hours do not fall below a total of 240 hours. Part-time employees are eligible to convert hours on a prorated basis.

Medical leave will not be allowed in advance of being earned or in anticipation of future medical leave credit. If an NUA Employee does not have sufficient medical leave credit to cover a period of absence due to illness or injury, the time will be charged against vacation time and personal leave credits, until these are exhausted.

Upon resignation, dismissal or retirement from service all medical leave credit shall be canceled and shall not be reinstated or paid for.

Family Medical Leave

The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid leave to “eligible” NUA Employees for certain family and medical reasons. NUA Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months.

Unpaid leave may be granted for any of the following reasons:

1. The birth of the NUA Employee’s child and to care for the newborn child
2. Placement with the NUA Employee of a child for adoption or foster care
3. To care for the NUA Employees’ spouse, son, daughter, or parent with a serious health condition
4. Because the NUA Employee has a serious health condition that makes the NUA Employee unable to perform the functions of the NUA Employee’s job.

Detailed information regarding a leave of absence under the Family Medical Leave Act is available from the Human Resources Office.

Unpaid Leaves of Absence

An unpaid leave of absence is defined as authorized absence from work for a specific period of time. During this time, an NUA Employee is not on pay status, but retains the right to a job when he/she returns. An unpaid leave of absence is granted at the sole discretion of the Executive Director and is usually granted in response to unusual circumstances. It is not a fringe benefit to which any employee is entitled. Any accrued vacation or personal leave time, or sick time cannot be used during any unpaid leave of absence. Any request for an unpaid leave of absence must be submitted, in writing, to the Executive Director at the earliest possible time.

If necessary, the NUA Employee may pay the entire cost of his/her health insurance coverage while on a leave of absence up to a period of eighteen months. Payment for each month’s coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.

Bereavement Leave

Full-time NUA Employees shall be allowed five days leave with pay for absence due to the death of the employees legally married spouse, domestic partner, child, stepchild, parent, stepparent, or a legal guardian.

A full-time employee shall be allowed up to two (2) working days pay for absence due to the death of the employee's sister, brother, uncle, aunt, grandparent, or grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legally married spouse's or domestic partner's grandparent, niece, nephew, niece in law or nephew in law. Part-time NUA employees receive this benefit on a prorated basis. Additional time may be taken from accumulated sick, personal or vacation time, if needed.

Upon request, days off may be granted by the NUA Employee's supervisor in the case of the death of other family members or persons for whom financial or physical care the NUA Employee has been principally responsible. This time may be taken from accumulated sick, personal or vacation time.

Holidays

The following are authorized paid holidays for NUA Employees:

New Year's Day	Thanksgiving Day
Martin Luther King Day	The Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day (July 4 th)	New Year's Eve
Labor Day	

Part-time NUA employees receive Holiday pay on a prorated basis.

Benefits

Medical Benefits

CADL will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential copays for both CADL and NUA employees.

CADL will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition, provides options of health plans, CADL will maintain the current plan or provide another health plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

CADL will offer the prescription drug plan offered through the Health Coalition. In the event, that the Health Coalition, provides options of prescription drug plans, CADL will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

All non-union administrative employees will be required to pay the cost of their health insurance premiums above the annual caps set by the state for public employees. The money will be automatically deducted through payroll deduction.

An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by CADL shall be executed by the employee. In the event the employee elects to forego medical insurance, CADL shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two-person, single subscriber) directly to the employee as a taxable compensation.

The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

NUA employees losing medical coverage from another source shall notify the Human Resources Department immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Dental Benefits

CADL shall provide dental insurance for regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-

<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Bridges, Partial And Dentures	50%	50%

<u>Class IV Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Orthodontics	50%	50%

Payment under this provision is limited to one thousand dollars (\$1,000) maximum per person per contract for Class I, Class II and Class III Benefits. Payment for Class IV

Benefits will not exceed a lifetime maximum of \$1,000 per eligible person. Employees must contribute \$1 per month for the dental benefit.

Vision Benefits

CADL shall provide vision insurance to regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

Standard Eye Examination and Glasses

- Eye Examination Once each 12 months from last date of service. Examination covered in full less \$10.00 co-pay.
- Spectacle Lenses 1 each 24 months from last date of service
- Frames 1 each 24 months from last date of service

There is a \$25.00 co-pay for lenses and/or frames.

- Contact Lenses – Eye examination covered less \$10.00 co-pay. Maximum allowance of \$105.00
 Elective
- Medically Necessary Covered in full under certain conditions.

Life Insurance

CADL shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time NUA employees effective the first day of the month following the date of hire.

NUA employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with CADL's requirements.

Disability Insurance

CADL will provide a short-term disability plan as follows for regular full-time NUA employees.

- (A) Upon proper medical determination for disability due to a non-work related illness or injury. The disability carrier will provide fifty (50%) of the NUA employees' gross salary to a maximum of \$1,300 per month to age 65. See the UNUM Disability Plan Document for more information.
- (B) The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- (C) A regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulation exceeds ninety (90) calendar days, the short-term disability payment shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.
- (D) Benefits, such as but not limited to, health insurance, life insurance, dental insurance, shall cease while the employee is being paid disability payments. NUA employees on disability may, however, pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.
- (E) "Disability" shall be defined through CADL's disability carrier's contract.

Medical Expense Reimbursement Account

All regular NUA employees are eligible to participate in a Medical Expense Reimbursement account. During open enrollment period, NUA employees can reduce pre-tax compensation by up to the maximum allowed by law, per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

Dependent Care Account

All regular NUA employees are eligible to participate in a Dependent Care Reimbursement Account. NUA employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

Direct Deposit

All NUA employees must participate in direct deposit or must sign up for the Chase Visa card through our payroll provider.

Retirement

All eligible NUA employees will participate in the Municipal Employees Retirement System (MERS) non-union defined benefit plan.

CADL and NUA employees shall abide by all the terms and conditions of that plan set forth below.

CADL will contribute 18% of the employees' gross salary to the MERS defined benefit plan and NUA employees will be responsible for the remainder through payroll deduction. The amount of the NUA employee's contribution will be set annually based on plan performance and will take effect on January 1st of each year.

Beginning on January 1, 2020, the NUA defined benefit plan for employees is as follows:

B-2, V-6, FAC5 w/ F55/15, E2
(Please see MERS Handbook for complete details and for information pertaining to previous plan details.)

NUA employees in the defined benefit plan will be subject to fully vesting after 6 years and eligibility requirements outlined in the plan.

All eligible NUA employees who enroll in the MERS defined benefit plan hereby authorize CADL to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.

All Technical, Clerical and Para-professional NUA employees who work 10 eight-hour days per month and all Professional NUA employees who work 10 four-hour days per month qualify for retirement benefits.

All unused and accumulated vacation time will be paid to any full-time NUA employee up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated vacation time will be paid to any part-time NUA employees at a pro-rated basis up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated sick and personal leave will be forfeited by the employee upon their retirement.

Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with CADL, shall not be entitled to any health benefits from CADL or any other benefits from CADL.

Employer's Right to Change and/or Modify Benefits

CADL retains the right to unilaterally change the method of providing, including changing carriers, and funding the benefits herein. The benefits provided shall meet the minimum requirements set forth in this Article. CADL may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and condition of employment, and CADL is free to unilaterally change these benefits to those benefits minimally required.

CADL reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Library may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.

All insurance premiums shall be paid by CADL commencing at the time of the next regular payment made in accordance with CADL's procedures following the month of employment. NUA Employees who are laid off or go on an unpaid leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

NUA Human Resources Policies and Procedures

NUA employees must abide by the human resources policy and procedure manual which is located on the staff intranet.

HUM 231 Non-Union Page Policy Manual DECEMBER 17, 2014

Welcome

Welcome to Capital Area District Libraries! We are the 5th largest public library in Michigan.

Capital Area District Libraries was created when the Ingham County Board of Commissioners entered into a District Library Agreement with the City of Lansing March 10, 1997 to establish a District Library pursuant to the District Library Establishment Act, 1989 PA 24. The major source of funding for Capital Area District Libraries is a millage approved by voters.

Capital Area District Libraries' Board of Trustees ("Board") has seven members. Five (5) members are appointed by the Ingham County Board of Commissioners and two (2) members are appointed by the City of Lansing.

The Board is the body legally responsible for performing the duties assigned to it by state and local laws. The Board determines how the revenue of the Library will be spent. In addition, the Board appoints Capital Area District Libraries Executive Director ("Director"), establishes all Capital Area District Libraries' (CADL) policies, and is authorized to contract for Library services in and outside of Ingham County.

Purpose and Intent

The purpose of this Policy Manual is to provide a general reference of the policies Capital Area District Libraries adheres to and a general outline of the benefits CADL has to offer. THIS IS NOT A CONTRACT. Nothing in this Manual is or should be construed as a binding term or condition of employment.

All Non-Union Page employees (NUP Employees) of CADL serve at the will of CADL, and can be terminated at any time within the sole discretion of the Executive Director of CADL.

This Manual constitutes the employment policies of CADL, and it shall not be altered or amended without the concurrence of the majority of the Board of Trustees of CADL. The Board of Trustees reserves the right to unilaterally change CADL's personnel policies within its sole discretion.

This Manual supersedes all prior manuals as well as employment relationships, whether oral or written, between CADL and the NUP Employees. Previous manuals and employment relationships, if any, whether oral or written, are canceled.

No employee and/or Board Member and/or agent of Capital Area District Libraries is authorized to make an oral representation or promise to an NUP Employee which changes the policies set forth in the Non-Union Page Employee Policy Manual. Oral expressions or promises made to an NUP Employee shall not be interpreted to create a contractual relationship between an NUP Employee of CADL and CADL, nor shall such communications alter the "at will" employment conditions of CADL. No other statement in this manual shall be construed in any manner to alter the "at will" status of NUP Employees of CADL.

Employment Policies

At-Will Status

As previously indicated, all Non-Union Page employees of CADL serve at the will of CADL, and can be terminated at any time within the sole discretion of the Executive Director of CADL, and can be terminated at any time within the sole discretion of the Executive Director of CADL.

Probationary Period

A probationary period provides both the NUP Employee and CADL the opportunity to evaluate the NUP Employees' performance. NUP Employees on probationary status are subject to the "at will" provisions of this manual.

All NUP Employees shall be on probation for six (6) months during which time their performance will be evaluated by their Supervisor at three (3) and six (6) months and then annually on January 1st thereafter.

Unsatisfactory Work Performance during Probationary Period

If an NUP Employee fails to achieve satisfactory work performance, his/her employment may be terminated; or the probationary period may be extended for a period of time (not to exceed six (6) months) as deemed appropriate by the Executive Director or designee.

If a new NUP Employee's probationary status is extended for any reason(s), he/she will not be eligible for any increase in compensation until the probationary status is completed.

All final decisions regarding probationary service shall be made by the NUP Employee's immediate supervisor and the Executive Director or designee.

Separation during the Probationary Period

An NUP Employee whose employment is terminated before the end of his/her probationary period and is later rehired by CADL, must begin a new probationary period upon rehire.

Probation as a Disciplinary Action

An NUP Employee who has completed his/her probationary period may also be placed on probationary status by the Executive Director or designee for any length of time because of problems with his/her work performance or other work related reasons deemed appropriate. During this period, the NUP Employees' performance will be monitored closely. There shall be a written evaluation by the NUP Employee's immediate supervisor which shall be discussed with the NUP Employee and submitted to the Human Resources office to be placed in the NUP Employee's personnel file. The Executive Director or supervisor shall notify the NUP Employee of the conditions necessary to satisfactorily complete the probationary period. During this period, the NUP Employee is not entitled to any increase in compensation. This paragraph shall not alter the "at will" status of any NUP Employee.

Work Hour Guidelines

Pay Period/Work Week

The pay period covers two weeks. The work week for part-time Employees is any time less than forty hours per week. Each week begins on Saturday and ends on the following Friday. Hours of work are composed of mornings, afternoons, evenings and weekends depending on the needs of the organization.

Lateness

When an Employee is not able to report to work on time, it is the Employee's responsibility to notify his/her supervisor as soon as possible, but no later than within an hour of his/her normal starting time.

All non-professional Employees who are late to work (including arrival or returning from break or lunch) must make up this time or take paid time (if available to the Employee) in 15-minute increments. The Employee's immediate supervisor will schedule any "make up" time.

Absence

When any Employee is unable to report to work due to illness or personal emergency, it is the Employee's responsibility to notify his/her supervisor as soon

as possible, but no later than within an hour of his/her normal starting time. Failure to do so, unless extenuating circumstances exist, may result in treating the absence as unexcused. Employees will not be paid for unexcused absences. The supervisor may also permit the Employee to make up the time if the absence is excused. It is the responsibility of the Employee to establish or provide evidence of valid reasons for absence if requested.

Breaks and Lunch

Each Employee is allowed one fifteen (15) minute break for each four consecutive hours recorded on his/her time record. Normally, there will be one morning break and one afternoon break during an eight-hour day. Work breaks cannot be combined into one long break or combined with lunch breaks to extend the meal period. Work breaks do not accumulate if not taken.

If an Employee is scheduled to work eight (8) hours in one day and the placement of his/her lunch hour splits this time into a block of time more than four (4) hours and one less than four (4) hours he/she is still entitled to both of his/her breaks.

Every Employee is required to take a thirty (30) minute unpaid lunch/dinner break if he/she has worked the previous six (6) hours. Employees who are under the age of 18 must take a thirty (30) minute break if they have worked the previous five (5) hours. The break should be scheduled to provide sufficient office coverage.

Neither work breaks nor lunch breaks can be used at the beginning or end of the work period to shorten the workday.

Family Medical Leave

The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid leave to "eligible" Employees for certain family and medical reasons. Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months.

Unpaid leave may be granted for any of the following reasons:

1. The birth of the Employee's child and to care for the new born child
2. Placement with the Employee of a child for adoption or foster care
3. To care for the Employees' spouse, son, daughter, or parent with a serious health condition
4. Because the Employee has a serious health condition that makes the Employee unable to perform the functions of the Employee's job.

Detailed information regarding a leave of absence under the Family Medical Leave Act is available from the Human Resources Office.

Unpaid Leaves of Absence

An Unpaid Leave of absence is defined as authorized absence from work for a specific period of time. During this time, an NUP Employee is not on pay status, but retains the right to a job when he/she returns. An unpaid leave of absence is granted at the sole discretion of the Executive Director and is usually granted in response to unusual circumstances. It is not a fringe benefit to which any employee is entitled. Any request for an unpaid leave of absence must be submitted, in writing, to the Executive Director at the earliest possible time.

Salary and Benefits

Time Cards and Pay Days

All Employees must use the online time card system to punch in and punch out. Each shift must be approved by the Employee and the Supervisor. The online time card must record the time actually worked by the employee.

Pay Days

An Employee's paycheck covers an 80.0 hour period which ends one week before payday.

Pay increases for Non-Union Page Employees will be determined annually by the CADL Board. Any increase will take effect on January 1st of each year.

Pay Checks

All employees are required to sign up for direct deposit or a Chase Visa card provided to them by our Paychex payroll system.

NUP Policies

Dress Code

Each NUP employee must adhere to the public services dress code. If approved by the branch library head, NUP employees may be allowed to wear jeans. All other aspects of the CADL dress code apply.

Each employee is also expected to wear a nametag at all times. The nametags are provided by CADL.

For all other H/R policies and procedures which apply, please see the attached H/R Policies and Procedures Manual.

NON-UNION PAGE EMPLOYEE ACKNOWLEDGMENT

I, _____, a NUP Employee of Capital Area District Libraries (CADL), have received and reviewed a copy of Capital Area District Libraries Non-Union Page Employee Policy Manual. I understand that the language in this Policy Manual does not create a contract between CADL and myself for employment or the providing of benefits.

I, _____, further understand that as a Non-Union Page Employee of CADL, I serve at the will of CADL and that I can be terminated at any time within the sole discretion of the Board of Trustees of CADL.

Dated: _____