

Agreement
Between
The
East Lansing Public Library
and the
United Auto Workers Local 2256
Non Supervisory Unit

International Union
United Automobile, Aerospace & Agricultural Implement Workers of
America

July 1, 2021- June 30, 2023

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Preamble

THIS AGREEMENT is made and entered into on November 18, 2021, between the East Lansing Public Library (hereinafter referred to as the *Library* or the *Employer*) and the United Auto Workers Local 2256, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, (UAW) (hereinafter referred to as the *Union*).

Article 1 Purpose and Intent

The general purpose of this Agreement is to fix basic wages, hours, working conditions and a method of adjusting disputes and to promote orderly and peaceful labor relations for the mutual interests of the Employer and the Union and the employees. The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. The Employer and Union agree to uphold the dignity and respect of the employees, administrators, the public and elected/appointed officials. Each one of us is appreciated for our contribution to the organization and pledge to treat each other with the respect we deserve no matter what position we may hold.

Article 2 Non-Discrimination

The provisions of this Agreement shall apply equally to all employees without regard to age, sex, marital status, race, color, religion, disability, national origin, sexual orientation, student status and any other traits protected by local, state or federal law. Both the Employer and the Union shall bear the responsibility for complying with this provision of the Agreement. The contract language attempts to be gender neutral.

Article 3 Employer's Rights

The Employer, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the East Lansing City Charter and the East Lansing City Code and any modifications made thereto except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the Employer shall only be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are expressly modified or restricted by a specific provision of this Agreement are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right:

- a) To manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered;
- b) To introduce new equipment, methods, machinery or change or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;

- c) To determine the size of the work force and increase or decrease its size;
- d) To hire, assign, and permanently or temporarily lay off employees;
- e) To permit library employees other than employees covered by this Agreement to perform bargaining unit work on an intermittent or periodic basis;
- f) To use independent contractors to perform work or services or to subcontract work;
- g) To use volunteers to perform work or services;
- h) To direct the work force, assign work and determine the number of employees assigned to operations;
- i) To establish work schedules for bargaining unit employees;
- j) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. In the event there is a significant change in or combination of job classifications, the Employer agrees to meet with the Union. In the event the Employer should add a new classification in a position covered by the Union, the Employer agrees to meet and confer over the wage rate set if the Union wishes;
- k) To discipline and discharge employees for just cause consistent with the terms of this Collective Bargaining Agreement;
- l) To adopt reasonable working rules not inconsistent with this Agreement; and
- m) To select employees for promotion or transfer and to determine the qualifications and competency of employees to perform available work.

**Article 4
No Strike Clause**

Section 1. Public Policy.

The Union recognizes that strikes are illegal and contrary to public policy in Michigan.

Section 2. No Strike.

The Union agrees that no strike of any kind shall be caused or sanctioned by the Union at any time during the life of this Agreement. Occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement.

Section 3. Disciplinary Action.

Any employee who, during the life of this Agreement, commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Library.

Article 5 Recognition

Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Employer included in the Bargaining Unit.

Section 1. Inclusions.

All regular full time, regular part time, and contingent part time employees employed by the East Lansing Public Library.

In the event that the Employer creates a new position whose primary responsibility is to perform bargaining unit work, the Employer and the Union will meet and confer regarding whether the new position should be recognized as a bargaining unit position.

Section 2. Exclusions.

All Directors, Assistant Directors, Library Executive Assistant to the Director, Library Digital Resource Specialist, Library Circulation Supervisor, Library Collections Technical Services Librarian, substitutes, volunteers, employees of the East Lansing Public Library who are currently members of existing Collective Bargaining Units, all confidential employees, professionals, supervisors and executives, all employees of the City of East Lansing, all employees of the 54B District Court, and all employees of the East Lansing-Meridian Water and Sewer Authority personnel.

Section 3. Notification

The Employer and Union agree that whenever personnel within the Collective Bargaining Unit are reclassified that the Employer must notify the unit of the change prior to its implementation.

Article 6 Union Security and Union Membership

Section 1. Union Membership

Employees covered by this Agreement at the time it becomes effective may become members of the Union or pay a union representation fee. Additionally, new employees or employees transferred into positions covered by this Agreement may become members of the Union or pay a union representation fee.

It is expressly understood by and agreed to by the parties that membership in the Union is strictly voluntary and shall not be a condition of employment.

Section 2. Union Dues Payments

All employees in the Bargaining Unit may pay to the Union, the employees' exclusive collective

bargaining representative, union dues.

Section 3. Deduction of Dues

During the term of this Agreement, the Employer agrees to deduct from the pay of Union members (who sign dues or fee deduction authorization forms) all applicable dues and initiation fees of the Union on a monthly basis. The Employer agrees to forward those deductions to the Secretary-Treasurer of the Union on a monthly basis.

Section 4. Hold Harmless

Limit of Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees.

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

Article 7 Union Rights

Section 1. Stewards

There shall be two (2) stewards assigned to the Library. There shall also be one Chief Steward who shall also be the President of the Union. The Chief Steward and Stewards shall be chosen in any manner the Union may designate but shall have been in the regular employ of the Employer for at least one (1) year prior to their selection. The Union will notify the Employer in writing of the names of the Chief Steward and Stewards.

Section 2. Investigation of Grievances

The Stewards may, during working hours, without loss of time or pay and with the advance permission from the Library Director or Assistant Library Director, investigate, resolve and present grievances to the Employer. Time spent in this regard must be reasonable and will be devoted only to the prompt resolution of grievances. It is understood that the Library Director and/or Assistant Library Director will promptly respond to a request for time to process grievances.

Section 3. Bargaining Committee

The bargaining committee for the Union will include no more than two (2) bargaining unit employees, and the Chief Steward. The Union will furnish the Employer with a written list of the Union's bargaining committee at least one (1) week prior to the first bargaining session.

Section 4. Bargaining Sessions

Employees on the bargaining committee who are scheduled for work at the same time a bargaining session has been agreed on by the negotiating parties will be released from work without loss of pay during the bargaining period and for a period of up to, but not to exceed, thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No

employee will be given additional compensation for time spent in bargaining sessions which are outside their scheduled workday and/or hours.

Section 5. Union Bulletin Boards

The Employer will provide one (1) bulletin board of adequate size which may be used by the Union for posting notices of interest to the membership. The Union will have the exclusive right to the use of its assigned bulletin board and may post union notices that are specifically related to union activities and events. The Union shall not post items in any other locations in the Library.

Section 6. Use of Library Facilities

The Employer will cooperate with the Union concerning any requests for Union meetings on Library property. In that regard, the Union must submit its request to hold any such meetings reasonably in advance of the scheduled date and the Employer will respond to those requests on a case-by-case basis consistent with the demands for library services and other attendant circumstances. It is understood that the Employer is extending the use of its facilities to the Union in this regard as a courtesy and therefore, nothing pertaining to this understanding shall be subject to the Grievance or Arbitration procedure.

Section 7. Union Leave

- a. Union leave of seven (7) calendar days or less will automatically be granted with two-week (2) notice unless the Employer demonstrates a hardship. The Employer may use any means necessary to attempt to cover the work during the absence.
- b. A union leave for longer than seven (7) calendar days shall be by mutual agreement.
- c. Union agrees to pay the employee for any wages the employee would otherwise have received from the Employer.
- d. Only one (1) bargaining unit employee at a time may be permitted to take union leave under this section.

**Article 8
Employee Conduct**

When it is necessary to apply corrective action to modify employee conduct, the Library will generally apply the basic principles of progressive discipline. In accordance with these principles, severe disciplinary action and/or discharge will normally occur only after previous corrective actions have failed. However, the Library reserves the right to bypass progressive discipline based on the severity of the infraction.

Generally, progressive discipline involves an oral warning, written warning, suspension without pay, and termination; however, the appropriate actions are determined by considering such factors as the nature and severity of an offense and the past work record of an employee. All disciplinary actions which result in a written warning and/or a suspension from work become a part of an employee's personnel record with a copy of the record going to the employee. Subject to the limitations set forth in Articles 10, 12, and 13, discipline is a matter of just cause and, as

such, is subject to the grievance and arbitration provisions of the Agreement.

Examples of conduct which may lead to corrective action include, but are not limited to, the following:

Attendance and Attention to Work

- a) Failure to adhere to appropriate leave time provisions when taking time off.
- b) Arriving for work after the designated starting time for your workday.
- c) Leaving from work prior to the designated ending time for your workday.
- d) Taking more rest periods than are permitted or extending the rest period beyond fifteen (15) minutes.
- e) Conducting personal business on the job.
- f) Sleeping, loafing or loitering on the job.
- g) Disturbing co-workers by visiting during work hours.
- h) Excessive sick leave or exhibiting an inappropriate pattern of sick leave usage.
- i) Taking unpaid leave without prior authorization as provided for in this Agreement.
- j) Unsatisfactory work performance.
- k) Excessive absenteeism and/or tardiness.

Health and Safety

- a) Not adhering to prescribed safety procedures.
- b) Not using, when necessary, prescribed safety devices and clothing.
- c) Endangering the safety of self or others through horseplay or carelessness.

Personal Conduct

- a) Refusal or failure to follow the direction of a duly designated member of management from whom an employee receives direct supervision or failure to comply with an established procedure without good cause.
- b) Discourtesy or abusive behavior toward a member(s) of the public and co-workers.
- c) Dishonesty, including falsifying employment applications, work records, time sheets and payroll records, or stealing.
- d) Misuse, abuse or damage resulting from the misuse of library property.

- e) Unauthorized use of library property.
- f) Use or possession of alcohol or drugs while on library time or being impaired from properly performing the job due to the use of drugs or alcohol.
- g) Theft, misappropriation, removal, or misuse of property belonging to the Library, an employee, member of the public, supplier, or vendor.
- h) Unlawful discrimination or harassment, including sexual harassment, of others.
- i) Except as provided by law, possession of weapons, firearms, or explosives on the Library premises.
- j) Failure to maintain proper grooming, dress, cleanliness, or hygiene.
- k) Smoking in unauthorized areas.
- l) Conviction of a felony or any crime involving theft, dishonesty, violence, or crimes against children.
- m) Insubordination or violation of any directive.
- n) Fighting.

Article 9 Personnel Files

Section 1. Official Personnel File

A personnel file is maintained on every employee of the East Lansing Public Library. All material in these files is strictly confidential and secured under the custodianship of the City of East Lansing Human Resources Department. Information in an employee's personnel file may include the following:

- a) Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers, results of pre-employment physical).
- b) Personnel action forms or notices of pay changes and accompanying documents.
- c) Performance evaluation forms and related materials.
- d) Letters of commendation or complaint connected with employment.
- e) Promotional opportunity application and related materials.
- f) Forms pertaining to benefit programs and related programs.
- g) Documents submitted by the employee.

- h) Certificates or notices of accomplishment of the employee in the area of training or employee development.
- i) Documentation of disciplinary action.
- j) Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

Section 2. Official Access

The following persons shall have the right of access to an inspection of an employee's personnel file:

- a) The employee who is the subject of the file.
- b) An attorney or designee of the employee when the employee has provided written authorization to their file.
- c) Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
- d) The City Attorney or other appropriate agent when needed in connection with any action brought by the employee against the Library.
- e) Authorized representatives of the City of East Lansing Human Resources Department.
- f) Other persons acting in compliance with federal, state, or local laws.

Section 3. Access Limited

Information in an employee's personnel file shall not be made accessible to anyone except the Library Director or their designee, the City of East Lansing Human Resources Department, the employee, and those listed in (2) above. The only information provided over the telephone is verification of any employee's job title, dates of employment and salary. No other information will be given unless the employee provides a written release form.

Section 4. Written Reprimands

Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry. In the event there are no other violations of a similar nature, any items of a minor nature shall be removed after one (1) year, while any items of a major nature shall be removed after two (2) years. Items of a major nature are to be defined as any that merit disciplinary time off work.

Section 5. Employee Access

An employee, upon written request to the Library Director or the City of East Lansing Human Resource Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, their personnel record. The review shall take place in the City of East Lansing Human Resources Department during normal office hours, unless inconvenient to the

employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in their personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining their position which shall then be made part of the personnel file, with a copy provided to the supervisor.

Article 10 Grievance Procedure

Section 1. Statement of Purpose

A grievance is defined as a difference between the Employer and the Union with respect to the interpretation or application of this Agreement. The parties intend that this grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise between the parties.

Section 2. Exclusions from Grievance Process

Employees in their probationary period do not have recourse to, and are excluded from, the grievance process for all matters involving discipline, suspension, discharge, or layoff.

Section 3. Representation

Employees may consult with a Union Steward prior to the filing of a grievance and must have a Union Steward present at each step of the grievance procedure.

Section 4. Grievance Process

All grievances, except those hereinafter specified, must be presented in the first step of the grievance procedure. Grievances involving the discharge, suspension or layoff of an employee must be presented in the second step of the grievance procedure. Grievances may be taken up in the following manner as allowed by this Agreement and the parties may, by mutual agreement, extend time limits or skip any step of the grievance procedure:

Step 1. The employee involved shall identify and orally discuss the grievance with the Supervisor who shall reply to the grievance orally. If the matter is not satisfactorily adjusted, the grievance shall be reduced to writing on a standard grievance form, signed by the employee involved, dated and presented to the Supervisor within ten (10) workdays after the violation. The written grievance shall contain a brief statement of the nature of the grievance, shall identify the section or sections of the Agreement allegedly violated and shall state the relief sought. Within five (5) workdays the Supervisor shall prepare a written response, sign, date and return two copies of the grievance to the Union.

Step 2. If the matter is not satisfactorily adjusted in Step 1, within ten (10) workdays a meeting shall be called between the Chief Steward and the Library Director for the purpose of attempting to adjust the grievance.

Step 3. If the matter is not adjusted in Step 2, the Union may, by written notice to the Employer no later than thirty (30) days after the Step 3 answer, request that the grievance

be referred to an impartial arbitrator selected in the manner hereinafter stated. The Union, within ten (10) calendar days of the date of its notice to the Employer of its desire to arbitrate the grievance shall notify the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). It is also agreed that the FMCS or AAA shall make their random panel selections from the States of Michigan, Ohio, Indiana and Illinois. The Employer and the Union may agree to the selection of an arbitrator from this panel or independently from the panel provided by FMCS or AAA. If the Employer and the Union cannot agree to an arbitrator, the arbitrator shall be chosen by the alternate striking of names by the Employer and the Union until only one name remains, with the Employer striking the first, third and fifth name and the Union striking the second, fourth and sixth name. Either party may request that a second panel be furnished if the first list is not acceptable. Following the selection of the arbitrator, the parties shall make arrangements for a hearing and decision on the grievance without unreasonable delay. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have any authority to add to, detract from or alter in any way the provisions of the Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union and all employees. The costs of the arbitration shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, court reporter fees, and the cost of the hearing room. Except by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time, except as to those grievances that involve the same facts and the same legal issues.

Section 5. Time Limits

Unless grievances are presented within ten (10) workdays from the date the employee had knowledge or should have had knowledge of the cause for grievance, the right to file a grievance shall be waived. Any grievance not appealed by the Union to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Any grievance not answered by the Employer may be forwarded by the Union to the next step of the grievance process. Time limits as provided herein may be extended by mutual agreement in writing.

Section 6. Accelerated Arbitration

Where mutually agreeable, in lieu of the process established above, the parties may use an accelerated arbitration process to resolve grievances arising under the express terms of the Collective Bargaining Agreement.

Article 11 Special Meetings

Special meetings for important matters will be arranged between the Union and the Library at mutually convenient times and places when there are important matters to discuss. Arrangements for such special meetings shall be made in advance and the Union shall provide a list of employees it wishes present at the meeting. An agenda of the matters to be taken up shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined to those included on the agenda, unless both parties agree to include other items. Employees who attend the special meeting and who are scheduled for work at the same time will be released from work without loss of pay during the meeting period. No employee will be given

additional compensation for time spent in special meetings which are outside their normal workday.

Article 12 Library Positions

Section 1. Library Positions

Library positions fall into one of three categories for position duration and work hours, as follows:

- a) Regular full time: A position where the duration is generally not less than four(4) months and where work is normally scheduled for forty (40) or more hours per week.
- b) Regular part time: A position where the duration is generally not less than six (6) months and where work is normally scheduled for twenty (20) hours or more but less than forty (40) hours per week.
- c) Contingent part time: A position where work is normally scheduled for less than 20 hours per week on an as-needed basis with no guarantee of hours or continued employment.

Only regular full time, regular part time and contingent part time positions as described in Article 5, Section 1 are covered by this Agreement. Time limits specified above may be extended by mutual agreement of the parties.

Section 2. Subcontracting

The Library may use independent contractors to perform work or services, or to subcontract work which is normally performed by the Bargaining Unit. However, prior to doing so, the Library agrees to meet one or more of the standards as set forth below:

- a. The services are so temporary, intermittent, or irregular in nature that they cannot be provided efficiently through the Bargaining Unit.
- b) The services are uncommon to the Bargaining Unit because they are so specialized, technical, peculiar or unique in character that the talent, experience or expertise required to accomplish the duties and responsibilities would not normally be recognized as normal to the work performed by the Bargaining Unit and cannot be efficiently included in the classification plan.
- c) The services involve the use of equipment or materials not reasonably available to the Library at the time and place required and the estimated cost to the Library in procuring such equipment or materials and establishing the needed positions would be disproportionate to the contract cost.
- d) The defined services would be performed at demonstrated savings to the Library over the life of the contract when compared with having the same level of services performed by the Bargaining Unit. The Library will give the Union advance notice that it intends to

subcontract work and the savings involved. In the event the Library determines to use an independent contractor to do regular bargaining unit work which would result in the elimination of bargaining unit positions, it will meet and confer with the Union a minimum of sixty (60) days in advance to elicit their suggestions on other alternatives to subcontracting.

Section 3. Other Persons Exempt From This Agreement

The Library may from time to time utilize individuals that are exempt from the Bargaining Unit to perform various tasks. It is understood and agreed that such individuals shall not displace bargaining unit employees. The following categories of individuals shall be exempt from the terms of this Collective Bargaining Agreement:

- a) Volunteers. The Library 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, dusting shelves or cleaning, watering plants, landscaping and gardening, seasonal decorating, reading as a special program, shelf reading, assisting with special events and special programs. 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.
- b) 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.
- c) Work-Study. Students hired under the Federal Work-Study Program.

Article 13 Probationary Period

Section 1. Purpose

A probationary work period is designed so that an individual has an opportunity to learn a new job and the Library has an opportunity to evaluate and decide if that individual can properly perform the job.

Section 2. New Employees

Upon hire by the Library, all new regular full time and regular part time employees are subject to a probationary work period of no less than six (6) months uninterrupted by any service break. The probationary period for new regular full time and regular part time employees may be extended by an additional ninety (90) days at the discretion of the Library Director and/or Assistant Library Director. New regular full time and regular part time employees shall receive a written evaluation at the three (3) month level in order for the employee to have an opportunity to correct any performance deficiencies.

Upon hire by the Library, all new contingent part time employees are subject to a probationary work period of two (2) years (24 months) uninterrupted by any service break. The probationary

period for new contingent part time employees may not be extended.

New hires on probation do not have access to the grievance procedure as set forth in Article 10, Section 2, except as required by State or Federal law. Nothing contained herein is to be construed as a guarantee to any new hire probationary employee of a specific duration of employment.

Section 3. Current Employees

A current employee who moves into a new position shall be on probation for three (3) months uninterrupted by any service break. After three (3) months, the affected employee shall receive a written evaluation in order for the employee to have an opportunity to correct any performance deficiencies.

Current employees who move into a new job position and who cannot successfully complete their probationary periods shall be reinstated to their former positions, provided that the Library's circumstances have not changed so as to make it impossible or unreasonable to do so. In the event the employee cannot be returned to their former position, the employee will be placed on layoff status and will be subject to the recall procedure set forth in Article 15.

Current employees who move into a new position shall retain their right to access the grievance process during the probationary period.

Article 14 Seniority

Section 1. Definition

Seniority as defined and provided for within this Article shall apply to employees who have completed the probationary period. Library seniority for employees governed by this Agreement shall be defined as the period of employment with the East Lansing Public Library since the employee's last date of hire.

Section 2. Seniority Status

Upon an employee's completion of the probationary period, the employee shall acquire seniority and shall be placed upon the seniority list with a date to coincide with the date of last hire with the East Lansing Public Library. If two (2) or more employees have the same seniority date, seniority shall be determined by lot.

Section 3. Definitions of Seniority

Seniority shall be defined as the following:

- a) Classification seniority shall mean the length of continuous full time service in the classification to which the employee was last appointed. Classification seniority begins when an employee is appointed to a job classification.
- b) Unit seniority shall be the length of continuous full time service in the Bargaining Unit since the employee's last date of membership.

- c) Library seniority shall be the length of continuous full time service in the Library since the employee's last date of hire.
- d) Regular part time employees shall be given credit for their part time service with the Library in determining the above listed seniority levels. Such credit shall be equal to the average number of hours worked per week divided by forty (40) hours times the number of years worked.

Section 4. Loss of Seniority

An employee covered by this Agreement shall cease to have seniority and shall be removed from the seniority list, in the event:

- a) The employee is discharged for just cause and the discharge is not reversed; or
- b) The employee retires; or
- c) The employee resigns or quits; or
- d) The employee is laid off for a period of two (2) years or the length of the employee's seniority, whichever is shorter; or
- e) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff before the beginning of the third workday following the absence.

An employee whose name is removed from the seniority list for any of the reasons above shall be deemed to have quit, with the exception that if the failure to report or an absence from work is on account of illness or injury or other serious reason beyond the employee's control. The employee may retain seniority if the employee has notified the Library of such by certified mail, or email, or by personal telephone call only to the Library's Director or Assistant Director, before the expiration of any time requirements listed above.

The Library may require substantiation in any way it deems appropriate of the reasons given by an employee under which the employee claims an exception from the above rules. If the reason is not substantiated upon such request to the satisfaction of the Library and the Library determines that the employee's loss of seniority shall stand, the employee may appeal the determination through the grievance procedure provided for herein.

Article 15 Layoff

Should a reduction in force become necessary due to a lack of work or funds, due to reorganization of Library, or due to reasons beyond the Library's control, the Library shall determine the positions to be affected. The following procedure shall be utilized to determine the order of layoffs:

- 1) Probationary employees within the same classification shall be laid off first before any regular full time, regular part time, or contingent part time employees.

- 2) Contingent part time employees within the same classification shall be laid off next before any regular full time or regular part time employees. Given equal ability and qualifications to do the available work, by employees within a given position, library seniority as defined in Article 14 shall govern the order in which contingent part time employees within the same classification are laid off.
- 3) Regular part time employees within the same classification shall be laid off next before any regular full time employees. Given equal ability and qualifications to do the available work by employees within a given position, library seniority as defined in Article 14 shall govern the order in which regular part time employees within the same classification are laid off.
- 4) Among the remaining employees, given equal ability and qualifications to do the available work by employees within a given position, library seniority, as defined in Article 14, shall govern the order in which regular full time employees within the same classification are laid off.

When it is necessary to lay off employees, the Library will give employees at least fourteen (14) days advance notice, except in the case of emergency caused by reasons beyond the Library's control. The Union shall be provided copies of the layoff notices.

Recall shall happen in the inverse order of layoff. An employee recalled from layoff shall be notified by email and first-class mail with the letter sent to the employee's last known address. It is the employee's responsibility to update their email and mailing address with the Library during the period of layoff. The employee notified shall report to work within ten (10) workdays after the date of notification or shall be deemed to have refused employment.

When filling a vacancy, the employee with the most continuous service within the position who is on a layoff status shall be called back first. If there is no one available within the position to be called back from layoff, employees laid off from other positions will be given first consideration. If there are no employees who are on layoff who have the ability to do the available work, the Library shall be free to hire new employees to perform such work.

An employee on an indefinite layoff for two (2) consecutive years or for the length of Library seniority, whichever is shorter, an employee who refuses an offer of employment for a position classified at the same level of pay or higher than the level from which the employee was laid off, or an employee who cannot be contacted to return to employment shall no longer be considered to be on layoff status and shall no longer retain any right of recall.

An employee who is laid off may receive a payout for any banked Paid Time Off (PTO) in accordance with Article 18.

An employee on layoff status shall not be entitled to pay or benefits. Said employee will not lose accrued seniority due to the layoff but will accrue additional classification seniority while on layoff status.

Article 16 Salary Classifications

While employed by the Library, employees are designated as being in salary classifications corresponding to their particular positions. Classification levels carry

minimum and maximum rates of pay with a provision for increases according to a uniform schedule (see schedule below). No employee shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification, except in circumstances as outlined in 1 (f) and 2 below.

Section 1. Regulations for Classification Schedule:

- a) All employees new to library employment shall be paid the minimum rate for the classification unless a higher rate is approved by the Library Director based on education and experience.
- b) When employees are moved to a new job classification or their positions are reclassified upward, they shall receive the minimum rate for the new classification. If said minimums are less than their former rate, employees shall be paid at the next increment step above their former rate.
- c) The date for increases for an employee new to library employment or an employee moved to a new job classification shall be at the successful completion of the probationary period and, from there, at one-year intervals until such time as the employee reaches the maximum rate of pay for the classification.
- d) If an employee is in a position which is reclassified upward and is at the minimum rate for the classification, the date for increases shall be at the successful completion of the probationary period and, from there, at one-year intervals until such time as the employee reaches the maximum rate of pay for the classification.
- e) If an employee is in a position which is reclassified upward and is at a rate of pay which is above the minimum for the classification, provided that the employee successfully completes the probationary period, increases shall be at one-year intervals until such time as the employee reaches the maximum rate of pay for the classification.
- f) If an employee is in a position which is reclassified downward and said employee's salary is higher than the maximum rate of pay for the new classification, that employee's salary shall be frozen, and the employee will not be eligible for future pay increases until the maximum of the salary range for the new classification is adjusted beyond the employee's current salary.
- g) Increases in salary shall be by successive steps of the salary schedule in accordance with the rules promulgated above. The amount of the increases, however, will be as indicated in the step schedule.

Section 2. Promotions and Transfers:

If a person voluntarily moves to a lesser paying job, the employee will take the lower rate of pay.

Article 17
Working Hours and Overtime Compensation

Section 1. Hours of Work

The normal workday for regular full time employees, shall be eight (8) hours, not including a one (1) hour unpaid lunch period, with the normal work week consisting of five (5) eight (8) hour days or forty (40) hours per week scheduled between Monday through Sunday. The normal work hours for regular part time and contingent part time employees shall be determined by their supervisors.

Section 2. Absences

Employees are expected to maintain good attendance. When absent from work, employees must notify their supervisor of the reason at or before the start of their normal workday subject to the requirements of Article 18.

All absences shall be charged to PTO leave or will be charged as time without pay if proper notification is not provided. When no leave time is available, unpaid leave may be requested per Article 20.

Absences due to inclement weather or transportation problems shall require the use of PTO, or shall be treated as unpaid leave; however, if the Library is closed by the Library Director due to acts of God or other emergency circumstances (e.g., weather, loss of electricity, heat or water), employees will be paid, with no leave time deducted from an employee's leave time, if they otherwise were scheduled to work.

Section 3. Rest Periods

Employees are permitted a paid rest period of up to but not longer than fifteen (15) minutes for each four (4) hours of work. Rest periods are to be taken with the approval of the employee's supervisor at a time and in a manner that shall not interfere with the efficiency of the Library. Employees are not permitted to leave the Library premises during their rest periods. Employees are not permitted to combine rest periods.

Section 4. Overtime Payment Policies

Overtime work is any authorized work performed by the employee which exceeds forty (40) hours in a work week. Employees must obtain the prior written consent of the Library Director or Assistant Library Director before working any overtime hours. Failure to obtain such prior written consent shall be grounds for discipline, up to and including termination. Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all overtime hours.

Article 18
PAID TIME OFF (PTO)

Regular full time and regular part time employees accrue PTO benefits as of their date of hire. Regular full time employees with less than ten (10) years of continuous service earn twenty-five (25) PTO days per year. Regular full time employees with ten (10) or more years of continuous service earn thirty-five (35) PTO days per year. Regular part time employees earn a pro-rated

amount of PTO based on the number of hours their positions are budgeted to work each fiscal year. Regular full time and regular part time employees may bank PTO as follows:

- Regular full time employees with less than ten (10) years of continuous service may bank up to fifty (50) days, or 400 hours, of PTO at a time.
- Regular full time employees with ten (10) or more years of continuous service may bank up to seventy (70) days, or 560 hours, of PTO at a time.
- Regular part time employees may bank a prorated amount of PTO based on the number of hours their positions are budgeted to work over a two (2) year period.

Contingent part time employees shall be eligible for PTO benefits as follows:

- Five (5) hours of PTO shall be credited to the employee on July 1 following the employee's date of hire.
- Ten (10) hours of PTO shall be credited to the employee on July 1 following the first anniversary of the employee's date of hire.

Contingent employees may not bank PTO time and must use the PTO in the fiscal year in which it was credited, or the PTO is forfeited.

Newly hired regular full time and regular part time employees in their probationary period shall accrue PTO benefits but are not eligible to use such benefits until the successful completion of their probationary period. Newly hired contingent employees are not eligible to use PTO benefits until they have completed six (6) months of employment.

PTO shall be approved on a seniority basis. A maximum of two (2) employees per department may be granted PTO for the same date(s). PTO may not be utilized in increments smaller than one (1) hour. To utilize PTO benefits, employees must submit a request to their immediate supervisor as follows:

- 1) For use of PTO that will result in the employee's absence for up to one (1) calendar week, employees must submit their request at least ten (10) business days in advance of the first date of PTO. The supervisor shall answer the employees request within three (3) business days.
- 2) For use of PTO that will result in the employee's absence for more than one (1), but less than two (2), calendar weeks, employees must submit their request at least fourteen (14) business days in advance of the first date of PTO. The supervisor shall answer the employees request within three (3) business days.
- 3) For use of PTO that will result in the employee's absence for more than two (2) calendar weeks, employees must submit their request in writing to the Library Director at least twenty-eight (28) business days in advance of the first date of PTO. Employees may not utilize PTO that will result in the employee's absence for more than two (2) calendar weeks without the express written agreement of the Library Director. The Library Director shall answer the employees request within five (5) business days.

Employees who are unable to request PTO within the time limits specified above must provide notice of their need for PTO as soon as practicable or their request shall be denied. For absences of three (3) or more consecutive days that are caused by illness or injury, employees may be required to provide a doctor's note excusing the absences and indicating an expected return to work date. Employees may also be required to provide a doctor's note certifying their fitness to return to work.

Employees who have been employed by the Library for at least one (1) year, and who voluntarily resign or retire from their employment, shall be paid at their regular rate of pay for all unused PTO remaining in their bank as of the last day of their employment with the Library. Employees who are terminated for cause or who leave their employment with the Library before one (1) year of employment shall not be eligible for the payout described in this paragraph.

Article 19 Holiday Leave

Section 1. Eligibility.

All regular full time and regular part time employees are eligible to receive pay for the holidays listed in Section 2. Contingent part time employees are not eligible for holiday pay.

Section 2. Designated Holidays.

The following are designated as paid holidays:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered the holiday. Employees on an unpaid leave of absence shall not qualify for holiday pay.

Section 3. Holiday Pay.

Holiday pay for regular full time employees shall be eight (8) hours paid at the employee's regular rate of pay. Holiday pay for regular part time employees shall be on a prorated basis, based on the average number of hours worked per week over the last six (6) months of employment.

If an employee terminates employment with the City, no holiday benefit will be granted after the last day worked. An employee on an unpaid leave of absence shall not qualify for holiday pay.

Article 20 Other Leave

Section 1. Military Leave

Employees requesting a leave of absence for military service must notify the Library Director in writing as soon as the employee becomes aware of the need for such leave and, in any event, not less than two (2) weeks prior to the employee's departure. The terms and conditions of the employee's military service leave, as well as their reinstatement at the conclusion of such leave, shall be governed by applicable federal and state laws.

Section 2. Bereavement Leave.

Employees shall be granted a maximum of three (3) consecutive days of bereavement leave time to attend the funeral of the employee's immediate family. Immediate family is defined for purposes of this section as the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, and grandparents. The Library may require documentation supporting the need for bereavement leave.

Attendance at funerals for other family members requires the use of PTO in accordance with Article 18.

Section 3. FMLA.

The Library shall provide leave to eligible employees under the Family Medical Leave Act (FMLA) in accordance with applicable law.

To request a FMLA leave, the employee must contact the City of East Lansing Human Resources Department. If the need for FMLA leave is foreseeable, the employee must request the leave at least thirty (30) days in advance of the first day of the leave. If the need for FMLA leave is not foreseeable, the employee shall provide notice as soon as possible and practical, generally no later than the next business day. Failure to request a FMLA leave in accordance with this section may result in denial of the FMLA leave.

Upon receipt of a request for FMLA leave, the City of East Lansing Human Resources Department shall process the request in accordance with applicable law.

Employees who are approved for a FMLA leave shall be required to use all PTO remaining in their leave bank concurrent with the FMLA leave.

Section 4. Jury Duty.

An employee asked to serve on a jury or as a witness shall be granted leave time without loss of pay, benefits or seniority. The Library shall make up the difference between the jury duty or witness fee and the employee's regular wages for those days the employee was otherwise scheduled to work. When serving on jury duty or as a subpoenaed witness the employee shall turn fees received from the court over to the Library, less mileage reimbursement. The Library will provide the employee with a regular paycheck, less the jury service fee, and deductions are authorized for this purpose. Employees may retain the fees if they are on leave from the Library

at the time of the jury or witness service.

Section 5. Absence Without Permission.

Any employee absent from work without the permission of their immediate Supervisor for three (3) consecutive workdays shall be considered to have voluntarily terminated their employment with the Library. Permission for the absence may be granted after the employee has been absent when the absence was due to unusual circumstances which make requests for leave impossible.

Section 6. Cessation of Retirement Service Credits.

Subject to applicable federal and state laws, retirement service credits shall stop once an employee goes on an extended unpaid leave of absence. However, all the monies contributed by the Library and the employee remain in the system and service credits begin again as soon as the employee returns to work.

Section 7. Unpaid Leave of Absence.

An employee may not take an unpaid leave of absence, unless otherwise provided for herein, until such time as all accrued paid leave benefits have been exhausted. Employees who have exhausted all accrued paid leave benefits and who wish to take an unpaid leave of absence must make a written request to the Library Director, specifying the date upon which the unpaid leave of absence will commence and the duration of the leave. Unpaid leaves of absence are at the discretion of, and must be approved by, the Library Board.

Section 8. Trading of Accrued Time

No accrued time may be transferred from one employee or group of employees to another.

**Article 21
Hospital, Medical and Drug Insurance**

The Library participates in the City of East Lansing's health care plan. Decisions regarding the City's health care plan, including but not limited to the plan provider, premium co-share costs and benefit design, are made by the Health Care Task Force. See the attached Letter of Agreement (Appendix A) regarding participation in the Health Care Task Force.

Section 1. Eligibility

All regular full time employees of this Bargaining Unit are eligible to participate in the City of East Lansing's health care plan (including pharmacy). Health care benefits begin on the date of hire. If a new employee elects not to participate in the City's health care plan, they must wait until the next annual open enrollment to enroll.

An employee must add new members (dependents) to the existing health care plan within 30 days of the qualifying event. If not enrolled within this time period, the employee may add the member during the next open enrollment.

Upon separation of employment with the Library, the employee is no longer eligible for the City's health care plan, other than through the rules established under COBRA.

Regular part time employees and contingent part time employees are not eligible to participate in the City of East Lansing's health care plan.

Section 2. Waiver of Health Care Coverage

A regular full time employee who is otherwise eligible to participate in the City of East Lansing's health care plan may voluntarily waive their right to participate in the health care benefit. Employees who elect not to participate in the City's health insurance benefit shall receive payment in lieu in the amount of \$150.00 per month, less deductions required by law.

A waiver from the plan requires execution of the proper Waiver Form available in the City of East Lansing Human Resources Department. The effective date of loss of coverage will be on the first day of the month following the date the waiver form is signed.

Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and thereafter, produce satisfactory proof that they are enrolled in another health care benefit plan that is not funded by the City.

Where both members of a household are employed by the Library and/or City, only one employee shall be enrolled in the health care plan. Double coverage is not an option, nor is either employee eligible for the opt-out payment.

Regular part time employees and contingent part time employees are not eligible for the payment in lieu of health care coverage.

Article 22
Dental Insurance

The Library participates in the City of East Lansing's group dental plan through a carrier selected by the City. All regular full time employees of the Library are eligible to participate in the City's group dental plan. A full description of the dental plan is available through the City of East Lansing Human Resources Department.

Article 23
Life Insurance

Section 1. Enrollment and Amounts of Coverage. Regular full time employees who have completed six (6) months of continuous employment with the Library shall be provided a group life insurance policy with accidental death and dismemberment provisions at Library expense. The amount of coverage is \$30,000 with provisions for double indemnity in the event of accidental death.

Section 2. Dependent Coverage. Regular full time employees may purchase dependent coverage through payroll deduction. A plan description and enrollment information are available in the City of East Lansing Human Resources Department.

Article 24
Disability Insurance

Section 1. Eligibility and Enrollment.

All regular full time employees shall enroll in a disability program which provides for a sixty-six and two-thirds (66.7%) percent benefit with a five thousand (\$5,000) dollar maximum monthly benefit. The Library shall pay up to eighteen (\$18.00) dollars per month per employee for the benefit, with the employee paying the balance through payroll deduction. A description of the plan is available through the City of East Lansing Human Resources Department.

Article 25
Workers' Compensation

Section 1. Reporting

Employees are expected to comply with any Library safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs or if an unsafe condition exists, it must immediately be reported to the Library Director or Assistant Library Director for appropriate action.

Section 2. Supplemental Pay for 30 Calendar Days

The Library, in accordance with state law, provides workers' compensation if an employee is injured in the course of employment. An employee who receives workers' compensation wage loss benefits shall be provided supplemental pay for the first thirty (30) calendar days the employee receives such benefits. Supplemental pay shall be the difference between the employee's regular salary and the amount of the wage loss benefits.

Supplemental pay shall not be paid for injuries received because of the employee's own negligence or if the employee fails to report the injury within twenty-four (24) hours of sustaining the injury.

Section 3. Use of Leave Time.

After the first thirty (30) calendar days of wage loss benefits, the amount of supplemental pay provided by the Library shall be deducted from the employee's accumulated leave. When the amount of the employee's accumulated leave has been depleted, the Library will no longer provide the employee with supplemental pay. An eligible employee will continue to accrue and receive benefits while receiving supplemental pay. However, when the employee no longer receives supplemental pay, they shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

Section 5. Extensions

Any employee may apply to the Library Director for an extension of the initial thirty (30) calendar day period during which the Library provides supplemental pay. The Library Director shall make a final and binding decision as to whether or not the above thirty (30) calendar day period shall be extended, and if so the appropriate duration of such extension. Approval for such extensions shall be within the sole discretion of the Library Director and these decisions are not subject to

the Appeal Procedure.

Section 6. Health Insurance

Regular full time employees who are receiving workers' compensation under the City's policy and who exhaust paid leave benefits shall continue to be covered by the City's group hospital, medical and drug plan with payments made by the Library.

**Article 26
Safety**

The Library and the Union agree that two (2) representatives of the Union will participate in the City of East Lansing's Safety Committee and/or a Library Safety Committee. The parties agree that the City of East Lansing's safety related policies and procedures apply to members of the Bargaining Unit.

**Article 27
Longevity**

Section 1. Eligibility

All regular full time, part time and contingent employees in this Bargaining Unit shall be entitled to longevity pay for prescribed length of service with the Library as indicated below:

<u>Continuous service</u>	<u>Hourly Payment</u>
5 or more and less than 10 years	\$.15 per hour
10 or more and less than 15 years	\$.31 per hour
15 or more and less than 20 years	\$.46 per hour
20 or more years	\$.62 per hour

**Article 28
Retirement**

The Library participates in the City of East Lansing's retirement system.

All full time and regular part time employees hired after November 1, 2010, will be enrolled in the Municipal Employees' Retirement System (MERS) Hybrid Retirement Plan. Full time and regular part time employees hired prior to November 1, 2010, converted to the MERS Hybrid Retirement Plan or maintained their MERS Defined Contribution Plan.

1. Hybrid Retirement Plan

A) Vesting

6 Years

B) Contribution Levels: (contribution percentages based on all earnings)

Employer contribution: 10.5%

Employee contribution: 3.5%

C) New Hires, effective July 1, 2011, Hybrid Plan, Contribution Levels:

Employer contribution: 10.0%

Employee contribution: 3.5%

2. Defined Contribution System

A) Vesting:

After 1 year, 25% of Library contribution

After 2 years, 50% of Library contribution

After 3 years, 75% of Library contribution

After 4 years, 100% of Library contribution

B) Contribution Levels:

1. 7.0% Library contribution

2. Employee, within two (2) weeks of hire, must decide to contribute 0.0% or 3.5%

3. If the employee contributes 3.5%, the Library will match the employee contribution

**Article 29
Social Security**

All Library employees, unless specifically excepted from Social Security by Federal law, are automatically covered by Social Security with required payroll deductions. Information on the Social Security System is available through the City of East Lansing Human Resources Department.

**Article 30
Education/Certification Provisions**

The Library will pay reasonable and customary charges for library certification, required for an employee to continue and or enhance their current position. At the sole discretion of the Library Director and subject to the availability of funds in the annual budget, the Library may pay for additional training, education, and/or licenses if such training, education, and/or licenses will enhance the employee's ability to perform their current position.

**Article 31
Miscellaneous**

- A. Mileage. Mileage reimbursement for employees using their personal vehicles for approved Library work shall be at the IRS rate.
- B. Direct Deposit. The Library shall pay employees by direct deposit of their payroll checks or through a payroll debit card, subject to provisions of Public Act 323.
- C. Job Postings. The Library will provide the Union with notification of any position it posts which may contain work which is performed by bargaining unit employees. In the event

the Union wishes to discuss this, it may do so as per Article 11.

- D. Management Doing Bargaining Unit Work. The Library will attempt to utilize bargaining unit employees to perform bargaining unit work, realizing the work of salaried personnel work overlaps with bargaining unit work. It is the intent this practice will continue. However, this language is also intended to provide that the Library will not supplant bargaining unit employees with salaried employees for purposes of employment levels and overtime.

Article 32
Save Harmless Clause

Should any provision or section or portion thereof, of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof. The Union shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article, section or portion thereof.

Article 33
Provision of Agreements

Section 1. Agreement.

One copy of this agreement will be provided each member of the Bargaining Unit by the Employer as soon after ratification and approval as is practicable.

Section 2. Supplemental Agreements.

All supplemental agreements shall be subject to the approval of the Employer and the Union and one copy of such will be provided each bargaining unit member.

Article 34
Wages

The implementation of the wage scales effective 2021 and 2022 will be accomplished as follows:

1. Increase the current employees wage scale attached as Appendix B, by two percent (2%) effective upon ratification attached as Appendix C, and by two percent (2%) July 2022 attached as Appendix D. This now becomes the new wage scale.
2. New employees hired after the date of the agreement will be under the new employee wage scale.

EFFECTIVE DATE

This Agreement shall become effective as of November 18, 2021.

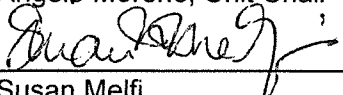
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

United Auto Workers Local 2256
International Union
United Automobile, Aerospace & Agricultural
Implement Workers of America

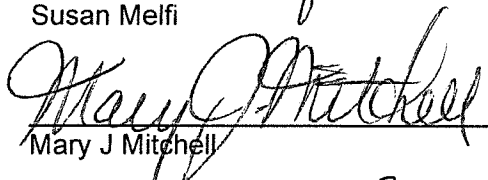
East Lansing Public Library



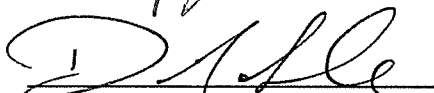
Angelo Moreno, Unit Chair



Susan Melfi



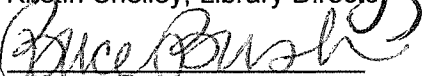
Mary J Mitchell



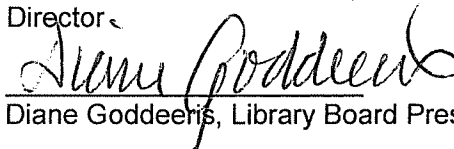
Diana Marable



Kristin Shelley, Library Director



Brice Bush, Assistant Library
Director



Diane Goddeeris, Library Board President

Scott Dedic
UAW International Representative

Steve Dawes
UAW International
Region 1-D Director

Appendix A
Letter of Agreement

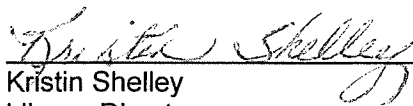
IT IS HEREBY AGREED by and between the **EAST LANSING PUBLIC LIBRARY** (hereinafter referred to as "The EMPLOYER") and the UAW, Local 2256 (hereinafter referred to as "The UNION") as follows:

1. The parties agree that the City of East Lansing's Library Healthcare Task Force is the preferred method for resolving healthcare benefit issues between the Employer and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Task Force, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group's decision to opt-out of the Task Force, or the Task Forces' decisions, does not limit the ability of the remaining groups to continue with the collaborative process.
2. In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Task Force will comply with all State legislation regarding this issue, specifically Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act.
3. In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the aforementioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.


This Letter of Agreement is signed by the parties' authorized representatives.

EAST LANSING PUBLIC LIBRARY

THE UNION



Kristin Shelley
Library Director



Angelo Moreno
President

Dated: 12/15/2021

Dated: 12/15/2021

Appendix B

APPENDIX B--UAW Library Non Supervisory Unit Grades FY2021 7/1/20-6/30/21									
	STEP	1	2	3	4	5	6	7	8
	GRADE	AA	A	B	C	D	E	F	G
Library Technical Assistant	110	13,511.0	14,302.0	15,026.9	15,806.8	16,619.7	17,377.6	18,124.6	18,904.4
Customer Service Assistant		28,102.88	29,748.16	31,255.95	32,878.14	34,568.98	36,145.41	37,699.17	39,321.15
Customer Service Associate	Contingent								
Technical Services Supervisor	131	17,586.3	18,589.9	19,563.5	20,585.1	21,573.7	22,595.2	23,605.8	24,605.5
		36,579.50	38,658.67	40,692.08	42,817.01	44,873.30	46,998.02	49,100.06	51,179.44
Community Development Specialist	134	18,597.0	19,684.3	20,716.8	21,782.4	22,858.9	23,891.5	24,978.9	26,036.6
Library Assistant		38,681.76	40,943.34	43,090.94	45,307.39	47,546.51	49,694.32	51,956.11	54,149.89
Teen Services Specialist									
Marketing/Communications Specialist									
Youth Services Specialist									
STEAM Educator	143	22,694.1	24,001.3	25,308.5	26,615.6	27,922.8	29,219.0	30,526.1	31,778.4
		47,203.73	49,922.70	52,641.68	55,360.45	58,079.42	60,775.52	63,494.29	66,099.07
Librarian	206	23,886.4	25,284.1	26,659.9	28,024.5	29,389.0	30,720.5	32,107.1	33,494.0
		1,910.91	2,022.73	2,132.79	2,241.96	2,351.12	2,457.64	2,568.57	2,679.52
		49,683.66	52,590.98	55,452.54	58,290.96	61,129.12	63,898.64	66,782.82	69,667.52
Pages	Contingent	59.65							

Appendix C

APPENDIX C UAW Library Non Supervisory Unit Grades FY22 - 7.1.21-6.30.22 - Increase effective 11.17.21									
	STEP	1	2	3	4	5	6	7	2.0% 8
	GRADE	AA	A	B	C	D	E	F	G
Library Technical Assistant	110	13,781.2	14,588.0	15,327.4	16,122.9	16,952.1	17,725.2	18,487.1	19,282.5
Customer Service Assistant		28,664.90	30,343.04	31,880.99	33,535.63	35,260.37	36,868.42	38,453.17	40,107.60
Customer Service Associate (Step 1 ONLY)	contingent								
Technical Services Supervisor	131	17,938.0	18,957.6	19,954.8	20,996.8	22,005.2	23,047.1	24,077.9	25,097.6
		37,311.04	39,431.81	41,505.98	43,673.34	45,770.82	47,937.97	50,082.03	52,203.01
Community Development Specialist	134	18,968.9	20,078.0	21,131.1	22,218.0	23,316.1	24,369.3	25,478.5	26,554.3
Library Assistant		39,455.31	41,762.24	43,952.69	46,213.44	48,497.49	50,688.14	52,995.28	55,232.94
Teen Services Specialist									
Marketing/Communications Specialist									
Youth Services Specialist									
STEAM Educator	143	23,148.0	24,481.3	25,814.7	27,147.9	28,481.3	29,803.4	31,136.6	32,414.0
		48,147.84	50,921.10	53,694.58	56,467.63	59,241.10	61,991.07	64,764.13	67,421.12
Librarian	206	24,364.1	25,789.8	27,193.1	28,585.0	29,976.8	31,334.9	32,749.3	34,163.9
		50,677.33	53,642.78	56,561.65	59,456.80	62,351.74	65,176.59	68,118.54	71,060.91
Pages	contingent	9,843							
Minimum wage plus contract increase every July 1; min wage increase if exceeds current rate									

Appendix D

APPENDIX D UAW Library Non Supervisory Unit Grades FY23 - 7.1.22-6.30.23									
	STEP	1	2	3	4	5	6	7	8
	GRADE	AA	A	B	C	D	E	F	G
Library Technical Assistant	110	14.0568	14.8798	15.6339	16.4454	17.2911	18.0797	18.8568	19.6682
Customer Service Assistant		29,238.14	30,949.98	32,518.51	34,206.43	35,965.49	37,605.78	39,222.14	40,909.86
Customer Service Associate (Step 1 ONLY)	contingent								
Technical Services Supervisor	131	18.2997	19.3368	20.3539	21.0168	22.4453	23.5080	24.5595	25.5996
		38,063.38	40,220.54	42,336.11	43,714.94	46,686.22	48,896.64	51,083.76	53,247.17
Community Development Specialist	134	19.3483	20.4796	21.5537	22.6624	23.7824	24.8567	25.9881	27.0854
Library Assistant		40,244.46	42,597.57	44,831.70	47,137.79	49,467.39	51,701.94	54,055.25	56,337.63
Teen Services Specialist									
Marketing/Communications Specialist									
Youth Services Specialist									
STEAM Educator	143	23.6110	24.9709	26.3310	27.6909	29.0509	30.3995	31.7593	33.0623
		49,110.88	51,939.47	54,768.48	57,597.07	60,425.87	63,230.96	66,059.34	68,769.58
Librarian	206	24.8514	26.3056	27.7370	29.1567	30.5763	31.9616	33.4043	34.8472
		51,690.91	54,715.65	57,692.96	60,645.94	63,598.70	66,480.13	69,480.94	72,482.18
Pages	contingent	10.0674							
Minimum wage plus contract increase every July 1; min wage increase if exceeds current rate									