CAPITAL AREA DISTRICT LIBRARIES
BOARD MEETING

5:30 PM, WEDNESDAY, NOVEMBER 18, 2026
BOARD ROOM
401 S CAPITOL AVE., LANSING, MI 48933
517-367-6300

Mission Statement:
Empowering our diverse communities to learn, imagine and connect.

AGENDA

CALL TO ORDER

ROLL CALL

COMMUNICATIONS

APPROVAL OF AGENDA (action)

PUBLIC COMMENTS ON AGENDA ITEMS

CONSENT AGENDA (action)
a. Approval of Minutes November 4, 2026 (enc – action)
b. Closed Session Minutes November 4, 2026 (action - distributed separately)
c. Disbursements for October 2026 (enc – action)

CHAIRPERSON'S COMMENTS

NEW BUSINESS
General
a. Executive Director Evaluation Committee Report
b. HUM 211 UAW Contract (HEAD) (enc - action)
c. HUM 212 UAW Contract (MID) (enc - action)
d. HUM 213 UAW Contract (PROF/TECH) (enc - action)
e. Resolution of Appreciation for Cecelia Kramer (enc – action)
f. Legislative Update
g. Community Contacts

Finance
a. October 2026 Financial Report (enc – action)
b. 3rd Quarter 2026 Budget Amendments (enc – action)
c. 2027 Draft Budget Presentation (enc)

DIRECTOR'S REPORT

PUBLIC, STAFF, AND BOARD MEMBER COMMENTS

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.

ADJOURNMENT

CAPITAL AREA DISTRICT LIBRARIES
BOARD MEETING
NOVEMBER 4, 2026

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

Members Absent: Brian Baer

Staff Present: Katelyn Whiteman, Jenny Marr, Jolee Hamlin, Julie Laxton, Miriam Mattison

Others Present: Lindsay Dangl

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

ROLL CALL
Baer – Absent
Bloomquist – Present
Drake – Present
O'Donnell – Present
Smith – Present
Stewart – Present
Vandenboom – Present

COMMUNICATIONS
There were no communications.

APPROVAL OF AGENDA
Julie Vandenboom made a motion to approve the agenda as amended. Mark Stewart seconded the motion. The motion carried.

PUBLIC COMMENTS ON AGENDA ITEMS
There were no public comments on agenda items.

CONSENT AGENDA
Debora Bloomquist made a motion to approve the consent agenda. Sandy Drake seconded the motion. The motion carried.

a. Approval of Minutes October 21, 2026
   This item was approved by consent.

CHAIRPERSON'S COMMENTS
Quinn O'Donnell thanked everyone for attending the special meeting since it was not previously on the schedule. She also expressed her excitement to hear what has been worked out with the UAW.

PUBLIC, STAFF, AND BOARD MEMBER COMMENTS
None

CLOSED SESSION

Ashley Smith made a motion for a closed session to be convened to consider material exempt from disclosure pursuant to MCL 15.268(1)(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing and that Lindsay Dangl, Jenny Marr, Julie Laxton, Miriam Mattison, and Jolee Hamlin be invited to attend. Mark Stewart seconded the motion.

A roll call vote was held:

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

The Board moved into its closed session at 5:33p.m.

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

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

The agenda resumed at 6:21p.m.

ADJOURNMENT

Ashley Smith made a motion to adjourn the meeting. Mark Stewart seconded the motion. The motion carried. The meeting adjourned at 6:22p.m.

CHECK REGISTER FOR CAPITAL AREA DISTRICT LIBRARIES
CHECK DATE 10/01/2026 - 10/31/2026

Check Date	Check	Vendor Name	Description	Amount
Bank MAIN MAIN CASH				
Check Type: EFT Transfer MAIN				
10/1/2026	5764(E)	ACRISURE/44 NORTH	10/2026 METLIFE,MEDICAL CLAIMS	3,304.45
10/1/2026	5765(E)	BLACKSTONE PUBLISHING INC	AUDIOBOOKS	807.59
10/1/2026	5766(E)	BOYNTON FIRE SAFETY SERVICE LLC	FIRE ALARM SYSTEM - LABOR - SERVICE CALL	160
10/1/2026	5767(E)	CENGAGE LEARNING INC/GALE	BOOKS	826.35
10/1/2026	5768(E)	COLLECTION HQ	2027 COLLECTIONHQ SUBSCRIPTION	29,834.82
10/1/2026	5769(E)	HEATHER GOUPIL	20 TIMBITS, 12OZ COFFEE BAG	18.55
10/1/2026	5770(E)	IMPACT SOLUTIONS	CADL PENS	1,862.65
10/1/2026	5771-85(E)	INGRAM LIBRARY SERVICES	BOOKS	13,488.68
10/1/2026	5786(E)	LAGARDA SECURITY	SECURITY SVCS W/E 9/27/26	4,010.04
10/1/2026	5787(E)	MICHAEL MOORE	MILEAGE 9/4-9/22/26	397.86
10/1/2026	5788(E)	MIDWEST TAPE	DVD, MUSIC	942.22
10/1/2026	5789(E)	MIRANDA, ELISHA	MILEAGE 7/31-9/14/26	56.01
10/1/2026	5790(E)	MISSION SQUARE	9.2026 RETIREMENT CONTRIBUTIONS	3,346.48
10/1/2026	5791(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES	299.73
10/1/2026	5792(E)	SUSEELA EYAL	MILEAGE 7/27-9/10/26	180.8
10/1/2026	5793(E)	TASC	BENEFITS FUNDING	787.94
10/1/2026	5794(E)	WRITEWISE, INC	9.2026 GAP LOSS INS	827.92
10/1/2026	5795(E)	CONSUMERS ENERGY	2175 130 8/7-9/7/26	93.1
10/1/2026	5796(E)	CONSUMERS ENERGY	2175 140 8/7-9/7/26	57.19
10/1/2026	5797(E)	CONSUMERS ENERGY	2175 150 8/7-9/7/26	307.64
10/1/2026	5798(E)	CONSUMERS ENERGY	2175 160 8/7-9/7/26	54.25
10/1/2026	5799(E)	CONSUMERS ENERGY	2175 170 8/7-9/7/26	148.76
10/1/2026	5800(E)	CONSUMERS ENERGY	2175 180 8/7-9/7/26	82.94
10/1/2026	5801(E)	CONSUMERS ENERGY	2175 120 8/11-9/9/26	50.75
10/8/2026	5802(E)	ACRISURE CYBER SERVICES, LLC DBA	10.2026 TEAMS VOICE SUPPORT	399
10/8/2026	5803(E)	AUTHORS UNBOUND AGENCY	MICHAEL FINKEL AUTHOR EVENT	3,650.00
10/8/2026	5804(E)	BOLING JANITORIAL SERVICE INC	9.2026 CUSTODIAL SVCS	15,049.67
10/8/2026	5805(E)	LAGARDA SECURITY	SECURITY SVCS W/E 10/4/26	3,991.01
10/8/2026	5806(E)	MERS	9.2026 RETIREMENT CONTRIBUTIONS	95,154.35
10/8/2026	5807(E)	MICHIGAN FLEET FUELING SOLUTION	9.15-9.30.26 VEHICLE FUEL	1,435.27
10/8/2026	5808(E)	MIDWEST COMMUNICATIONS	9.2026 PEOPLE-BASED CAMPAIGN	2,816.66
10/8/2026	5809(E)	MIDWEST TAPE	9.2026 DIGITAL CONTENT	46,475.19
10/8/2026	5810(E)	PHARMACY DATA MANAGEMENT INC.	PRESRIPTION CLAIMS 9/16-9/30/26	5,755.60
10/8/2026	5811(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES	2,299.01
10/8/2026	5812(E)	UNIQUE	9/1-9/30/26 CHAT SVC	895
10/8/2026	5813(E)	BOARD OF WATER & LIGHT	401 8/5-9/10/26	887.23
10/8/2026	5814(E)	BOARD OF WATER & LIGHT	123 8/9-9/7/26	12,291.84
10/8/2026	5815(E)	BOARD OF WATER & LIGHT	427 1FL 8/9-9/9/26	76.76
10/8/2026	5816(E)	BOARD OF WATER & LIGHT	3500 1/2 8/8-9/6/26	146.16
10/8/2026	5817(E)	BOARD OF WATER & LIGHT	3500 108 8/9-9/7/26	1,453.34
10/8/2026	5818(E)	CONSUMERS ENERGY	201 8/12-9/10/26	408.39
10/8/2026	5819(E)	CONSUMERS ENERGY	4321 4 8/12-9/10/26	302.43
10/8/2026	5820(E)	CONSUMERS ENERGY	4321 1 8/12-9/10/26	439.59
10/8/2026	5821(E)	CONSUMERS ENERGY	4321 2 8/10-9/10/26	614.35
10/8/2026	5822(E)	CONSUMERS ENERGY	4321 3 8/12-9/10/26	364.43
10/8/2026	5823(E)	CONSUMERS ENERGY	1379 8/14-9/14/26	203.49
10/8/2026	5824(E)	CONSUMERS ENERGY	145 8/14-9/14/26	1,205.61
10/8/2026	5825(E)	CONSUMERS ENERGY	427 8/14-9/11/26	21
10/8/2026	5826(E)	CONSUMERS ENERGY	401 8/13-9/11/26	23.65
10/8/2026	5827(E)	CONSUMERS ENERGY	126 8/17-9/15/26	324.89
10/8/2026	5828(E)	CONSUMERS ENERGY	3500 107b 8/14-9/15/26	21

10/8/2026	5829(E)	CONSUMERS ENERGY	3500 109b 8/14-9/15/26	21
10/8/2026	5830(E)	CONSUMERS ENERGY	3500 109a 8/14-9/15/26	21
10/8/2026	5831-44(E)	INGRAM LIBRARY SERVICES	BOOKS	17,299.77
10/8/2026	5845(E)	MIDWEST TAPE	DVD, MUSIC	2,628.74
10/8/2026	5846(E)	TASC	BENEFITS FUNDING	194.84
10/15/2026	5847(E)	ACRISURE CYBER SERVICES, LLC DBA	10.2026 TEAMS PHONE	1,221.00
10/15/2026	5848(E)	ACRISURE/44 NORTH	MEDICAL CLAIMS	2,764.92
10/15/2026	5849-51(E)	AMAZON	*SEE NEXT PAGE	3,307.06
10/15/2026	5852(E)	ANDERSON, LINDSAY	SUPPLIES FOR GINGERBREAD HOUSE TM KITS	88.38
10/15/2026	5853(E)	BACKSTAGE LIBRARY WORKS	TS -- AUTHORITY CONTROL PROJECT	3,500.00
10/15/2026	5854(E)	BOURGEOIS, ANDY	ALA TRAVEL REIMBURSEMENT	1,250.43
10/15/2026	5855(E)	BOYNTON FIRE SAFETY SERVICE LLC	SMOKE DETECTOR TESTING OK	360
10/15/2026	5856(E)	BS&A SOFTWARE, INC.	9.2026 CC FEES	315.91
10/15/2026	5857(E)	CHARTER TOWNSHIP OF MERIDIAN	2175 8/3-8/31/26	55.58
10/15/2026	5858(E)	CHICAGO DISTRIBUTION CENTER	LET BOOKS BE POSTERS AND BOOKMARKS	322.73
10/15/2026	5859(E)	COURTNEY TANG	MILEAGE 4/6-5/27/26	25.3
10/15/2026	5860(E)	CYBERFORCE Q LLC	CF|Q GOVSOC, FIREWALL SERVICES - YEAR 2 - 202	18,962.00
10/15/2026	5861(E)	DELTA DENTAL PLAN OF MICHIGAN	10.2026 DENTAL PREMIUM	223.82
10/15/2026	5862(E)	JEFF ANTAYA	HELIUM KIT	52.99
10/15/2026	5863(E)	JOHN N TAKIS	MILEAGE CADL CON 11/11/25	21
10/15/2026	5864(E)	JOLEE HAMLIN	BUNCHES OF FLOWERS-OGR EVENT 9/27/2026	19.96
10/15/2026	5865(E)	JULIE LAXTON	PARKING - AMWAY GRAND - MERS	28
10/15/2026	5866(E)	KANOPY INC	9.2026 PLAY CREDITS	2,958.85
10/15/2026	5867(E)	KARDELL-MOON, SATURN	PARKING OUTREACH	8.51
10/15/2026	5868(E)	LAGARDA SECURITY	SECURITY SVCS W/E 10/11/26	3,827.77
10/15/2026	5869(E)	LAUREN CLARKE	MILEAGE 9/14-9/29/26	67.41
10/15/2026	5870(E)	MELISSA COLE	MEIJER - MONSTER COOKIE PROGRAM, MILEAGE 8/	109.04
10/15/2026	5871(E)	MIDWEST TAPE	DVD, MUSIC	2,922.54
10/15/2026	5872(E)	OVERDRIVE INC	CONTENT PURCHASE	30,000.00
10/15/2026	5873(E)	SAVAGE, ANITA	MILEAGE 9/1-9/29/26, SNACKS PLANT SWAP PRG	81.68
10/15/2026	5874(E)	SIVAK-SCHWENNESEN, CAITLIN	TEA FOR PROGRAM	5.98
10/15/2026	5875(E)	SPRINGSHARE LLC	PATRON VERIFICATION SVCS 7/1-9/30/26	994.2
10/15/2026	5876(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES	438.15
10/15/2026	5877(E)	T-MOBILE	HOTSPOTS 8/21-9/20/26	1,838.53
10/15/2026	5878(E)	TASC	BENEFITS FUNDING	207.1
10/15/2026	5879(E)	TUTOR.COM INC	DATABASE RENEWAL 10/26-9/27	3,470.00
10/15/2026	5880(E)	UNIQUE	9.2026 PLACEMENTS	479.55
10/15/2026	5881(E)	VISION SERVICE PLAN	10/2026 VISION PREMIUM	882.26
10/15/2026	5882(E)	CONSUMERS ENERGY	2175 100 8/19-9/17/26	21
10/15/2026	5883(E)	CONSUMERS ENERGY	2175 hse 8/19-9/17/26	100.12
10/15/2026	5884(E)	CONSUMERS ENERGY	115 8/19-9/17/26	21
10/15/2026	5885(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS	782.72
10/15/2026	5886(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS	144.35
10/15/2026	5887(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS	323.18
10/15/2026	5888(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS	268.8
10/15/2026	5889(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS	7,359.26
10/22/2026	5890(E)	ACRISURE/44 NORTH	10.2026 BUNDLE FEE,MEDICAL CLAIMS, PHARMAC\	29,761.61
10/22/2026	5891(E)	ALLEGRA MARKETING PRINT MAIL	RACK CARD PRINTING	116.65
10/22/2026	5892-95(E)	AMAZON	*SEE NEXT PAGE	2,830.85
10/22/2026	5896(E)	AT&T	4 PHONE BOOKS 10/2026	24
10/22/2026	5897(E)	BLACKSTONE PUBLISHING INC	AUDIOBOOKS	680.01
10/22/2026	5898(E)	CENGAGE LEARNING INC/GALE	BOOKS	682.9
10/22/2026	5899(E)	DELTA DENTAL PLAN OF MICHIGAN	9.2026 DENTAL CLAIMS	4,385.00
10/22/2026	5900(E)	FRESH TRACKS INC	2026 FALL CARPET CLEANING OK, WM	1,845.00
10/22/2026	5901-07(E)	INGRAM LIBRARY SERVICES	BOOKS	7,161.57
10/22/2026	5908(E)	JAY HULL	MEIJER - POETS AND COFFEE SUPPLIES	14
10/22/2026	5909(E)	KANOPY INC	KANOPY KIDS 11/1/26-10/31/27	1,984.11
10/22/2026	5910(E)	KOIOS, LLC	GOOGLE AD MGMT SUBSCRIPTION 2027	7,108.00
10/22/2026	5911(E)	LAGARDA SECURITY	SECURITY SVCS W/E 10/18/26	3,876.80
10/22/2026	5912(E)	MICHIGAN FLEET FUELING SOLUTION	VEHICLE FUEL 10/1-10/15/26	1,286.69

10/22/2026	5913(E)	PHARMACY DATA MANAGEMENT INC.	PRESCRIPTION CLAIMS 10/1-10/15/26		11,946.06
10/22/2026	5914(E)	STAMPFLER, DIANNA	PARANORMAL PGMS FALL 2026		1,480.00
10/22/2026	5915(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES		412.69
10/22/2026	5916(E)	TASC	BENEFITS FUNDING		157.56
10/22/2026	5917-21(E)	RAMP BUSINESS CORPORATION	*SEE NEXT PAGE		35,203.58
10/31/2026	5922(E)	ABRAHAM WASHINGTON LLC	11/2026 PARKING		4,520.00
10/31/2026	5923(E)	ACRISURE/44 NORTH	10/2026 METLIFE, MEDICAL CLAIMS		4,241.05
10/31/2026	5924-26(E)	AMAZON	*SEE NEXT PAGE		2,375.06
10/31/2026	5927(E)	CHRIS POTTS	APPLES TASTE TEST CHALLENGE		40.86
10/31/2026	5928(E)	DTE ENERGY	117 9/3-10/5/26		232.79
10/31/2026	5929-49(E)	INGRAM LIBRARY SERVICES	BOOKS		32,879.23
10/31/2026	5950(E)	LAGARDA SECURITY	SECURITY SVCS W/E 1/25/26		3,991.01
10/31/2026	5951(E)	MIDWEST TAPE	DVD, MUSIC		3,705.00
10/31/2026	5952(E)	MML WORKERS' COMPENSATION FUN	MEMBER DUES FOR WORKERS COMP FUND 7/1/26-		225
10/31/2026	5953(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES		2,569.88
10/31/2026	5954(E)	WILLIAMSTON COMMUNITY SCHOOLS	CLEANING/UTILITIES 7/2026-9/2026		4,523.25
10/31/2026	5955(E)	WRITEWISE, INC	10.2026 GAP LOSS INS		815.28
10/31/2026	5956(E)	CONSUMERS ENERGY	2175 130 9/8-10/6/26		88.7
10/31/2026	5957(E)	CONSUMERS ENERGY	2175 140 9/8-10/6/26		68.35
10/31/2026	5958(E)	CONSUMERS ENERGY	2175 150 9/8-10/6/26		140.74
10/31/2026	5959(E)	CONSUMERS ENERGY	2175 160 9/8-10/6/26		45.1
10/31/2026	5960(E)	CONSUMERS ENERGY	2175 170 9/8-10/6/26		121.14
10/31/2026	5961(E)	CONSUMERS ENERGY	2175 180 9/8-10/6/26		73.03
10/31/2026	5962(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS		7,842.84
10/31/2026	5963(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS		144.35
10/31/2026	5964(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS		782.72
10/31/2026	5965(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS		323.18
10/31/2026	5966(E)	EMPOWER RETIREMENT	10.2026 RETIREMENT CONTRIBUTIONS		268.8
10/31/2026	5967(E)	GRANGER CONTAINER SERVICE INC	10.2026 TRASH SVC		162.51
10/31/2026	5968(E)	GRANGER CONTAINER SERVICE INC	10.2026 TRASH SVC		332.81
10/31/2026	5969(E)	GRANGER CONTAINER SERVICE INC	10.2026 RECYCLING SVC		91
10/31/2026	5970(E)	GRANGER CONTAINER SERVICE INC	10.2026 TRASH SVC		13.45
10/31/2026	5971(E)	GRANGER CONTAINER SERVICE INC	10.2026 TRASH SVC		147.28
10/31/2026	5972(E)	TASC	BENEFITS FUNDING		414.17
Total EFT Transfer:					550,783.73

Check Type: Paper Check MAIN

10/20/2026	57832	A & L LOCKSMITH, LLC	4 KEYS	12	
10/20/2026	57833	ABSOLUTELY BAFFLING MAGIC LLC	HALLOWEEN MAGIC SHOWS AT SL/LE	1,050.00	
10/20/2026	57834	B & H PHOTO-VIDEO	JELCO BAG FOR 5 LAPTOPS BH#JEJEL1510CB	422	V
10/20/2026	57835	CENTER POINT LARGE PRINT	BOOKS	413.52	
10/20/2026	57836	CENTRAL BUSINESS SYSTEMS INC	PRINT COLLECTIONS/COPIES HA, ADMIN, SL	1,643.60	
10/20/2026	57837	CENTRAL SECURITY ALARM INC	DL BURGLAR MONITORING 11/2026-1/2027	149.85	
10/20/2026	57838	CHAMBLISS, JULIAN C.	KEYNOTE-CADL CON	1,500.00	
10/20/2026	57839	CITY OF LESLIE	201 7/1-9/30/26	193.74	
10/20/2026	57840	CREATIVE WELLNESS	2 HOURS MASSAGE FOR CADL CON / STAFF	660	
10/20/2026	57841	CROSSROADS NUTRITION THERAPY, L	2 PRESENTATIONS-CADL CON	250	
10/20/2026	57842	DELTA TOWNSHIP DISTRICT LIBRARY	50801012404554 GIOVANNI'S ROOM	24	V
10/20/2026	57843	DEXTER DISTRICT LIBRARY	39082130374351 THE DIVINITY CODE	24.99	
10/20/2026	57844	EILX	9.2026 METV ROTATORS	176	
10/20/2026	57845	ERIC A STANTON	MEIJER - FILM MOVEMENT - REFRESHMENTS	53.97	
10/20/2026	57846	ERIN BARTELS	CADL CON -- 2 PRESENTATIONS	500	
10/20/2026	57847	FRANKLIN, EMALEE	MILEAGE 10/6/26	33.44	
10/20/2026	57848	GALL SEWING & VACUUM CENTERS	GALL SERVICE CONTRACT OCT 2026-SEPT 2027	1,070.00	
10/20/2026	57849	GRACE A DOW MEMORIAL LIBRARY	33681000155190 ERLEWINE	30.95	
10/20/2026	57850	GRAND LEDGE AREA DISTRICT LIBRAF	DARK SUMMER	26.95	
10/20/2026	57851	HEIDI BUTLER	MILEAGE 8/4-10/3/26	195.17	
10/20/2026	57852	HOME DEPOT CREDIT SERVICES	WALL PANELS, BATH TISSUE,GLOVES,LINERS	698.49	
10/20/2026	57853	HOWELL CARNEGIE DISTRICT LIBRAR	321400052648888ZV169 THE EMOTIONALLY INTELLI(	20	
10/20/2026	57854	INGHAM COUNTY TREASURER	BOARD OF REVIEW TAX VALUE CHANGES	12,042.90	

10/20/2026	57855	JAMES MACLEAN	MILEAGE/PARKING 7/16-9/22/26	165.13	
10/20/2026	57856	JEFFREY MORRISON	GARGOYLES GRAVEYARDS AND GHOSTS AT LHC 10·	400	
10/20/2026	57857	JESSICA M TROTTER	MILEAGE 8/11-9/25/26	112.48	
10/20/2026	57858	JILL ABOOD	THE ART THIEF BOOKS	129.12	
10/20/2026	57859	KATHRYN SHAW	MILEAGE 7/8-9/30/26	24.62	
10/20/2026	57860	LARSON, JOSHUA OTTO	RETURN'D LOST BOOK	21.74	
10/20/2026	57861	LENAWEE DISTRICT LIBRARY	LOST BOOKS	35.95	V
10/20/2026	57862	LISKEY'S AUTO & TRUCK SERVICE INC	ADULT MOBILE LIBRARY VIN 1224 TIRES & OC	741.51	
10/20/2026	57863	MARK BUZZITTA	MILEAGE 9/2-9/27/26	102.9	
10/20/2026	57864	MASON LION'S CLUB	ANNUAL DUES-H GOUPIL 10/2026-9/2027	75	
10/20/2026	57865	MAURER, KATRINA	ANNUAL MEMBERSHIP-9/26-8/27	15	
10/20/2026	57866	MICHELLE FILIPIAK	CADL CON SOUND BATH 11/11/2026	175	
10/20/2026	57867	MICHIGAN MUNICIPAL RISK MANAGEI	1ST, 2ND INSTALLMENT, AMEND 1 8/18/26-8/18/27	52,254.75	
10/20/2026	57868	MILAN PUBLIC LIBRARY	THE HOBBIT	72	
10/20/2026	57869	MILAN, JON	MICHIGAN HAUNTS AT HA	200	
10/20/2026	57870	MURPHY & SPAGNUOLO PC	8.2026/9.2026 LEGAL SVCS	3,150.00	
10/20/2026	57871	PLAYAWAY PRODUCTS LLC	AUDIOBOOKS	3,078.48	
10/20/2026	57872	RACHEL MIFSUD	BASIC FORAGING	355	
10/20/2026	57873	RICOH USA INC	9.2026 B/W & COLOR COPIES	141.05	
10/20/2026	57874	ROCHESTER HILLS PUBLIC LIBRARY	KITCHEN TABLE WISDOM	21	
10/20/2026	57875	ROSIE THE RIVERTER ASSOCIATION O	ROSIE THE RIVETER AT LHC	275	
10/20/2026	57876	SAI KRISHNAMURTHI	MILEAGE 7/6-10/9/26	68.09	
10/20/2026	57877	SOUTH LANSING KIWANIS	ANNUAL DUES 10/1/26-9/30/27	180	
10/20/2026	57878	SUSAN BISSONNETTE	PROGRAMS EXPENSE REIMBURSEMENTS	212.76	
10/20/2026	57879	TROY PUBLIC LIBRARY	HAITI	38.38	
10/20/2026	57880	UAW LOCAL 2256	9/2026 UNION DUES	3,349.61	
10/20/2026	57881	VANWERT, NANCY	DONUTS	11.98	
10/20/2026	57882	VILLAGE OF STOCKBRIDGE	200 6/30-10/5/26	237.97	
10/20/2026	57883	W T COX INFORMATION SERVICES	2027 COX PERIODICAL RENEWAL	29,336.54	
10/20/2026	57884	WEST BLOOMFIELD TOWNSHIP PUBLI	35184009742801 THE LAWS OF HUMAN NATURE	32.3	
10/20/2026	57885	WILX	9/2026 MORNING NEWS ROTATOR	800	
10/20/2026	57886	WSYM LANSING FOX47	9.2026 ILML ADS	560	
10/20/2026	57887	WYNDHAM HOTELS & RESORTS	UPRLC CONFERENCE TRAVEL	409.71	V
Total Paper Check:				117,974.64	

MAIN TOTALS:

4 Void Checks:	891.66
Total of 197 Disbursements:	667,866.71

CHECK REGISTER FOR CAPITAL AREA DISTRICT LIBRARIES
CHECK DATE 10/01/2026 - 10/31/2026

Check Date	Check	Vendor Name	Description	Amount
10/15/2026	5849-51(E)	AMAZON	DMC 1768-20 Chenille Hand Needles, 6-Pack, Size 20	157.2
			The Year I Lay My Head in Water: Swimming Scandinavia	26.1
			chzk 100pcs Mini Led Lights - Round, Long Standby Time	12.34
			Party City 100 Glow Sticks Bulk Party Pack 8"- Neon Glo	124.73
			A Fast Bike to Byzantium (The Petrolhead Travelogues)	117.79
			5-Pack USB Wall Charger, 5V 2A UL Certified Power Ada	12.34
			Swiffer Dusters Starter Kit, Kit Includes 1 Handle and 5 D	13.93
			SOUR PATCH KIDS Glow Ups Ghosts Soft & Chewy Gum	70.59
			Amazon Basics Hand Sanitizer, Original Scent, Contains	25.26
			Amazon Basics Hand Sanitizer, Original Scent, Contains	16.84
			WALLHERO Corkboards for Wall, 59"x36" | 15 Pack | Co	37.95
			JEFURE Magnetic Chalkboard, 20x30 Inches, Black	34.91
			Cricut LightGrip Cutting Mats 12in x 12in (3 Count)	18.17
			Budgenix 1000 Pcs #1 Small Coin Envelopes 2.25" x 3.5'	215.49
			Amazon Basics Portable Foldable TV Tray Table with Sto	62.99
			ZYLOP 100PCS Plastic Fake Spiders Decorations - 3 Size	14.68
			Reli. Brown Paper Bags | 500 Count Paper Lunch Bags	27.99
			Amazon Basics AAA Long-Lasting Alkaline Batteries, 10(	23.78
			Lysol Disinfecting Wipes, Multi-Surface Cleaner, Lemon	98.48
			Boobowl Hard Thermal Camera Case for TOPDON TC00	168.98
			The Night	23.77
			Talking about Illness: A Sesame Street Resource (Sesan	235.08
			Serta Bryce Executive Office Chair, Ergonomic Compute	243.79
			Blassreiter - Box Set S.A.V.E.	104.67
			APEX High Flow Push On Air Chuck - Product Compatibl	70
			LEOBRO Champagne Gold Glitter, 150g/5.29oz Gold Fin	46.73
			Rubbermaid Commercial Products Deskside Wastebask	78.95
			Freshnaps Restaurant & Institutional Table Cleaning Wip	144.43
			qiqee 100Pcs Treat Paper Bags 5.1x3.1x9.4 Inches Black	14.38
			Mr. Pen- Adhesive Magnetic Sheets, 8" x 10", 25 Pack	73.03
			Logitech MK335 Full Size Quiet Wireless Keyboard Mous	34.99
			NEBURORA Pin The Tail on The Donkey, Party Game with	70.03
			Framing the Babe: A Historical Mystery of Baseball, Can	71.67
			8000+ pcs Pony Beads Bulk for Bracelet Multi-Colored M	75.96
			2 Pcs Crochet Yarn, Feels Soft 280 Yards Assorted Color	75.58
			Amazon Basics Ultra Fine Point Permanent Markers for D	10.38
			Uzvoxhe Black Candelabra Halloween 3 Arm Matte Goth	63.96
			Lettering Alphabets & Artwork: Inspiring Ideas & Techniq	453.43
			The Man Comes Around: The gripping, darkly comedic Iri	86.5

		Hundreds of Beavers (Standard Special Edition) [Blu-ray	59.98
		All My Sisters and Me	-10.79
			3,307.06
10/22/2026	5892-95(E)	AMAZON	Mediaxpo 500 Standard Super Clear Single DVD Cases	337.06
			Warasee Large Self-Adhesive Whiteboard Sticker: Cover	66.99
			Scotch Magic Tape, Invisible, 12 Rolls	63.35
			Plushland Halloween Zip-Up Pumpkin Stuffed Animal Pl	54.36
			Detekt Mold Screening & Indoor Air Quality Test (20pc) -	92.61
			RED Heart RED Heart Super Saver Jumbo Yarn, Royal	19.4
			Heavy Duty 2-Inch Desktop Tape Dispenser, Dual Roll, N	25.64
			Reskid 110lb White Cardstock, 11x14", 100 Sheets, Pos	37.99
			SmartSign FACP Sign (Fire Alarm Control Panel) 6" x 12"	17.27
			YooNotee 5 Pack Keep Area Clear Signs, Black on Yellow	36.97
			Sweetude 32 Pcs Happy Diwali Gift Bags with Handles R	26.99
			TFIVE Fluorescent Paint Markers, 8 Colors Neon UV Pain	17.64
			Niuara Black Plastic Table Cloth Disposable, 4 Pack, 54	13.98
			700 PCS Colored Dot Stickers 3/4" Round Color Coding	84.78
			LXSWY 5500Pcs Fuse Beads - 5mm White Melting Beads	37.16
			PartySticks Glow Sticks Party Supplies 100pk - 8 Inch Gl	7.99
			Amzlink 12-Pack Acrylic Sign Holder 8.5x11, Clear Table	26.99
			Besitu M6 Bolt Assortment Kit, 510Pcs M6 x 10/12/14/16	24.79
			Soarer Colorful Craft Supplies Feathers Bulk for Crafting	14.06
			Energizer 5 X 2 A23 21/23 23A MN21 GP23 12v Alkaline (	26.7
			DMC 1768-20 Chenille Hand Needles, 6-Pack, Size 20	4.07
			1/3 Cut File Folder Tab Inserts - White Hanging File Folde	157.52
			Happy Hippo Halloween Spider Web Decoration, 200 Sq	79.75
			Kool-Aid Variety Pack, 30 ct Box Tropical Punch, Grape &	248.76
			NOCO Boost GB70 2000A UltraSafe Jump Starter, 12V L	156.28
			Taylors of Harrogate Green & Herbal Tea Sampler Gift Bo	21.3
			Swiss Miss Milk Chocolate Flavored Hot Cocoa Mix, 38.2	163.02
			Goodluck 54 Inch X 300 Feet Plastic Table Cloths with C	47.17
			ZIQON 30PCS Plastic Tweezers for Dried Flowers, Handı	6.64
			WILLBOND 1200 Pcs Halloween Pony Beads Bulk Jewelı	16.72
			Kidde Auto 5 Fire Extinguisher for Cars and Trucks, 5-B:C	34.94
			Scotch Magic Tape, Invisible, Home Office Supplies and	34.07
			Duncan Hines Whipped Fluffy White Flavored Frosting, 1	14.24
			Tenn Well 656ft Black White Cotton Bakers Twine for Ba	132.53
			5 Pack 16 Inch Halloween Skeleton Decoration Spooky F	38.89
			The Cat in the Hat in English and French	24.54
			Beyond Expectations: An Extraordinary Equestrian Journ	23.7
			18 Soap Making Scent - Liquid Soap Fragrance Oils Set f	56.6
			30-Pack Thick Craft Rolls, Multicolored Round Cardboar	58.41
			Teacher Created Resources Easy-Stack Cardboard Bloc	51.84
			D&D DURA-Prime B55 or 5L580 V-Belt 5/8 x 58in Vbelt	23.54

			120 Pcs Brown Gingerbread House Favor Boxes - DIY Bu	24.95
			Scotch-Brite Heavy Duty Dishwand Refills, 10 Refills | D	15.69
			Decymis Clicker Counter, Metal Hand Tally Counter Clic	6.28
			BAZIC Push Pins, Round Plastic Head, Assorted Color Th	25.26
			Fainne 108 Pieces Scented Scratch Sniff Bookmarks, 12	12.29
			Play-Doh Jewel Colors Bulk 12-Pack of 4-Ounce Cans	12.41
			Little Bellies Organic Apple & Cinnamon Puffs Baby Snac	42.48
			120 Pcs Brown Gingerbread House Favor Boxes - DIY Bu	24.95
			Kaytee Liberty Blend Wild Bird Food, for Cardinals, Blue	30.92
			X-Acto Knife Blades, No. 11 Blade With Safety Dispense	80.79
			Koogel 250 Sheets 6" X 6" Origami Paper Double Sided C	30.6
			Bulk Candy Corn 1 Pound Bag - Classic Tri-Color Candy	111.43
			Brown Bear, Brown Bear, What Do You See? In Vietname	-14.45
				2,830.85
10/22/2026	5917-21(E)	RAMP BUSINES	WATER DELIVERY FO	8.25
			WATER DELIVERY ST	17
			WATER DELIVERY LE	15.25
			10.2026 WATER COOLER RENTAL DTL	95
			WATER DELIVERY/10.2026 RENTAL DA	30.25
			PEST CONTROL	74
			PEST CONTROL	74
			PEST CONTROL	68
			PEST CONTROL	89
			MOBILE BEACON NOV 2026-OCT 2027	13,560.00
			LH CONF REGISTRATION-R VALKEMA	175
			145 7/15-8/14/26	68.91
			ANNUAL CONF-A BACH	310
			401 10/1-12/31/26	55
			3500 10/1-12/31/26	55
			OUTSIDE CLEANING SUPPLIES, ODOBAN, GRABBER TC	129.53
			SAFETY GLASSES, GLOVES	51.91
			COVERS	20.62
			STAKES,WASHERS,NUTS,MOUNTING STRIPS	42.3
			DUCT TAPE	21.72
			ADHESIVE TAPE	21.94
			LABELS,BOOKMARKS	74.92
			JOY CARPETS TRANQUIL POND	1,236.71
			9.2026 MAT SERVICE	407.4
			DISPLAY EASELS	160.94
			COFFEE - CADL CON	254.1
			REPLACEMENT LIGHT TENTS	183.98
			JELCO BAG FOR 5 LAPTOPS BH#JEJEL1510CB	422
			BOOK ORDER	1,615.44
			SIGNAGE FOR LESLIE	50.91

		LESLIE SIGNAGE UPDATE	1,181.79
		LH CREATIVE CLOUD 9/22-10/21/26	34.99
		10.2026 DIGITAL PHONE LINES AT DL	46.98
		ANNUAL ORG DUES 10/26-9/27	1,410.00
		FAX.PLUS ONLINE FAXING CREDIT	100
		FAX.PLUS 2026/27 ANNUAL ADMIN OFFICES SUBSCRIP	167.99
		10/6-11/5/26 MINECRAFT SERVER	29.94
		SNACK SUPPLIES	166.9
		10/2/26-10/2/27 SUBSCRIPTION RENEWAL	714
		DONUTS - CADL CON	286.29
		POP - CADL CON	93.53
		MI ARCH ASSOC CONF-1 NIGHT-R VALKEMA	220.89
		FACEBOOK ADS SEPT	236
		M MATTISON MEMBERSHIP FEE 9.1.26 -9.30.27	150
		M365 A3 LICENSES FOR STAFF - 10/8/26-10/7/27	4,554.00
		SUBSCRIPTION 10/2-11/2/26	59.9
		2026 GLAM ADVERTISING	260
		9.2026 CLOUD STORAGE	101.16
		ZOOM WORKPLACE PRO - 2 USERS - OCT 2026 RENEW/	339.8
		6 MOS RENEWAL 10/26-3/27	74.9
		ANNUAL DUES 9/21/26-9/20/27 J LAXTON	210
		OGR STAFF T-SHIRTS	2,826.00
		MICHAEL FINKEL (AUTHOR VISIT) HOTEL	205.43
		HAND SOAP, BATH TISSUE, PAPER TOWEL	410.9
		BATH TISSUE	35.75
		PULL TOWEL, BATH TISSUE	127.25
		BATH TISSUE, PULL TOWEL	381.75
		BATH TISSUE, PULL TOWEL, SOAP	210.96
		PULL TOWEL, BATH TISSUE	81.5
		BATH TISSUE, PULL TOWEL	244.5
		PULL TOWEL, BATH TISSUE	326
		2026 OCT OPERATIONS STAFF RED CROSS TRAINING RI	68.3
		JARED BLOODBORNE PATH RECERT	35
		JACOB BLOODBORNE PATH RECERT	35
		CADL CON - SNACKS	86.16
		8.20-9.19.26 R2 STORAGE CHARGES	3.5
		PARKING - MERS CONF	20
		UPRLC CONFERENCE TRAVEL	409.71
		HERE ALL ALONG- BOOK AND BOOKMARK × 2	64.85
		9.2026 CASHBACK	-197.12
			35,203.58
10/31/2026	5924-26(E) AMAZON	GMMA 1000Pcs Green Pony Beads for Bracelet, Necklac	141.5
		Amazon Brand - Presto! Ultra-Strong Premium Paper Tov	46.88
		Custom Double Sided Grommeted Crate/Luggage Tags,	13.99

4 x 6 1/2 Job/Shop Ticket Holder Vinyl Plastic Sleeve witl	284.58
Amazon Basic Care Original Hand Sanitizer with Vitamin	87.52
Prang Washable Tempera Paint, Brown, 32 Oz., 1 Count	38.27
Anti Pop	54.96
Patikil 1.2" Paint Sponges - 40 Pack Round Sponge Foan	147.08
S SYDIEN Binder Rings 1/2 inch, Loose Leaf Binder Rings	38.87
MaxGear Acrylic Wall Mount Sign Holder, 11 x 17 Landsc	86.37
gegemaoyi 1000Pcs Clear Glue Dots Double Sided Adhe	6.97
Amazon Basics 2-Ply Flex-Sheets Paper Towels, 12 Basi	22.86
Hoover Windtunnel 2 Filter Set 303172001 & 3040870	20.14
Reli. Brown Paper Bags | 500 Count Paper Lunch Bags |	27.99
KITANIS Magnetic Pen Holder,2 Pack Magnetic Dry Erase	13.65
Sharpie S-Gel Gel Pens, Green Barrel, Black Ink, Medium	17.83
Sasylvia 320 PCS Reading Rewards Set, 120 Slap Bracel	16.59
DURO 51004 4# White Paper Lunch Bags, 5 x 3.12 x 9.75	46.26
Frontier Co-op Pumpkin Pie Spice, 1-pound Bulk Bag, Nu	13.12
Annie's Organic Bunnies & Pumpkins Halloween Grahan	48.07
DECOWALL Pencil Crayon Wall Decals Colourful Educat	75.52
Rivvlive 12 Sets DIY Scrunchies Accessories, Polyester H	169.49
Sloan B-51-A Handle Repair Kit with Gasket, Plunger, Se	37.53
1 Inch Small Caster Wheels for Furniture Low Profile Cas	27.98
BIC Brite Liner Highlighters, 24-Count Pack in Assorted (	120.75
VEVOR Rolling Stools with Wheels 400LBS Weight Capa	38.57
Aestd-ST Air Dry Clay 66 Colors, Modeling Clay for Kids,	19.49
Frontier Co-op Pumpkin Pie Spice, 1-pound Bulk Bag, Nu	13.12
LED Tea Lights Battery Operated Flameless Candles Wa	12.59
El rbol generoso / The Giving Tree (Spanish Edition)	53.85
Handy Art Little Masters Washable Tempera Paint, White	35.37
The Holborn Murders: Book 6 in the Mayfair 100 series (M	184.54
I Can Ride! (Bob Books Stories: Scholastic Reader, Leve	121.25
A GREAT AWAKENING	167.2
NYPD Blue - The Complete Fourth Season	50.57
Tigresa contra pesadilla	43.98
Silent Reading: Mo Du (Novel) Vol. 4	73.44
Cuando me com el arcoris (Spanish Edition)	57.93
Amazon Basics Rectangular Commercial Office Wasteb	-35.88
TOZO NC9 Hybrid Active Noise Cancelling Wireless Earb	-26.55
Soundcore by Anker Q20i Hybrid Active Noise Cancelling	-39.18
	2,375.06

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~~ 2027 THROUGH DECEMBER 31,~~2026~~ 2030

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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~~ **Branch** Heads and **HEAD of LOCAL HISTORY CENTER**
- Head of Community Outreach

Unit 2

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

- Youth Services ~~Specialist~~
- ~~Community Engagement Specialist~~ (moved)
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian
- **Local History Librarian (moved)**
- **Mobile Library Librarian**

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

- Library Assistant
- Computer Technician
- ~~Graphic Artist~~
- **Branch Marketing Coordinator**
- **Advertising and Media Coordinator**
- **Multimedia Content Coordinator**
- ~~Online Content and Social Media Coordinator~~
- ~~Marketing and Communications Coordinator~~
- Technical Services Assistant
- **Acquisitions Assistant**

- Facilities Technician
- ~~MelCat/Technical Services Assistant~~
- **Community Outreach 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
- Technical Services Supervisor
- Library of Things and **Outreach** ~~Business~~ Specialist
- **Community Engagement Specialist**

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

- Executive Director
- Assistant Director
- Collection Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- **Community Engagement Director**
- ~~Marketing and Communications Director~~
- Staff Accountant
- Administrative Assistant
- Human Resources Assistant
- Accounting Office 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 du**ties** 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 that 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.~~ **In the event that *Janus v. AFSCME, Council 31*, 585 U.S. 878 (2018) is reversed, limited, or otherwise modified by a decision of the United States Supreme Court, or the United States Constitution is amended, such that additional forms of union security become constitutionally permissible, any union security provision of this Agreement shall become operative only to the extent authorized by MCL 423.210 and controlling federal and 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.

5.0~~1~~2 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.

5.0~~2~~3 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.

5.0~~3~~4 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 reason 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~~ **their** behalf. In the absence of the Steward, an alternate from that unit will act on ~~his/her~~ **their** 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 provision(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~~ **their** designee within ten (10) working days from the Human Resource Director's

response. The Director (or designee) and any persons they 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~~ **their** 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 **if the leave of absence is two weeks or longer**.

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~~ **their** previous Division and **they** will have a new seniority date. The employee's new seniority date will be changed to coincide with the date **they** began working in **their** 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 **they** return 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~~ **their** 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~~ **their** 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~~ **their** 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 employee 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 Master of Library Science (MLS) **or Master of History, Museum Studies, Archives 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~~ **their** 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~~ **their** 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 **they** 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 **on the CADL website and other appropriate external venues. The Employer will also send a notice out to staff on Teams when positions are posted on the CADL website.** ~~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 **The pay rate for an** Employee who ~~are~~ **is** selected to fill a position will **be** based on their education and experience as determined by the Employer ~~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.

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

18.04 WAGES

2027 -Technical Employees will receive a base wage increase on January 1st as below:
T6 – will receive a 6% increase
T5 – will receive a 6% increase
T4 – will receive a 7% increase
T2 - will receive an 8.5% increase

2027 -Professional Employees will receive a 4 % base wage increase on January 1st

2028 -Technical Employees will receive a 4% base wage increase on January 1st

2028- Professional Employees will receive a 4% base wage increase on January 1st

2029 -Technical Employees will receive a 4% base wage increase on January 1st

2029 -Professional Employees will receive a 4% base wage increase on January 1st

2030- Technical Employees will receive a 4% base wage increase on January 1st

2030 -Professional Employees will receive a 4% base wage increase on January 1st

~~18.02 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%~~

18.03 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.~~

18.04 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.
Except for 2027 P4 Range minimum and maximum will increase by 4%

18.05 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.
Except for 2027
T6 pay range minimum and maximum will increase by 6%
T5 pay range minimum and maximum will increase 6%
T4 pay range minimum and maximum will increase by 7%
T2 pay range minimum and maximum will increase by 8.5%

18.06 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.

18.07 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~~ **their** 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~~ **their** personnel file. The employee may also make a written request for a photocopy of the contents of ~~his/her~~ **their** 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~~ **their** 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~~ **their** 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.

Hours regularly scheduled to work	Accrual Rate
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 **unless mutually agreed to by the Employer and Union.**

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. **Branch staff members** ~~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 **using the time off feature in the Paychex Payroll system** ~~in writing~~ and normally be submitted to the employee's supervisor at least **two (2) weeks** ~~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 employees must have a total of eighty (80) hours of 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
5th Year:	4.6154 hours per pay period up to 15 days
6th Year:	4.9231 hours per pay period up to 16 days
7th Year:	5.2308 hours per pay period up to 17 days
8th Year:	5.5385 hours per pay period up to 18 days
9th Year:	5.8462 hours per pay period up to 19 days
10th 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, **they** 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.

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.

No employee shall use personal leave on their last day of employment. (just moved this up)

~~25.04 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.~~

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 greivable 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~~ **their** 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~~ **Payment must be made to the CADL Finance Office within 30 days of receiving the invoice.** 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 **unless otherwise protected by law.**

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 full-time 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 has experienced 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:

Hours regularly scheduled to work	Accrual Rate
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:

# of hours regularly scheduled / 80 x 4 = hours accrued per pay period

27.04 Sick leave credit may **be carried over to** a maximum of ~~130 days (~~1040 hours~~)~~ per year..~~-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.~~ **New hires after January 1st, 2027 can carry over a maximum of 480 hours per year. This amount will be prorated for part-time employees.**

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, **they** must contact their 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, they 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~~ **Assistant** Director ~~of Public Service.~~ **If the need to use sick leave is unforeseeable, the employee must notify CADL as soon as practicable.**

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.~~ **health care professional.** 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 **or any other purpose permitted by Michigan's ESTA as now exists or hereafter**. 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~~ **health care professional when their absence is longer than 3 days** 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~~ **health care professional's** statement prior to returning to work to verify the employee's 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 **health care professional's** statement **if their absence is longer than 3 days**.

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 This sick leave benefit meets or exceeds the requirements of the Michigan Earned Sick Time Act (ESTA). Employees may use available sick leave for all qualifying purposes protected under ESTA, and the Library will administer this policy in accordance with applicable law. If this policy conflicts with ESTA, the law will prevail.

27.16 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, they 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~~ **their** 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~~

benefited eligible employees 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:

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

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

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

Class IV Benefits	Insurance Pays (Usual, Customary and Reasonable Fees)	Employee or Patient Pays
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 – Elective — Eye examination covered less $10.00 co-pay.
  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 the 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 **Mission Square Supplemental Savings/Deferred Compensation Plan or another plan offered by the Employer.** 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 **may** ~~will be automatically~~ enroll~~ed in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan~~ **in the MISSION SQUARE 457 Supplemental Savings Plan** and will receive the following deposits into their account:

~~January 1st of each year (2023- 2026) $75~~

~~July 1st 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.~~

1% of the employee's salary per pay period will be deposited into the employee's Mission Square 457 account by CADL.

Any employee may voluntarily add additional money through payroll deduction.

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 though 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 Executive Director, the Assistant Director, the Finance Director,** the Director of Operations, the Director of Human Resources and at least ~~one~~ **two** member**s** 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~~ **full-time (40 hours per week)** and all Professional employees who work ~~10 four-hour days per month~~ **40 or more hours 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' contributions may vary from year to year.

Upon ratification of this contract CADL will allocate $500,000 into division 70 – UnionProf and $10,000 into division 71 – UnNon-Pro of the MERS Defined Benefit Plan as a onetime allocation before December 31, 2026. This allocation will be an employer contribution used to help reduce the Unfunded Accrued Liability (UAL).

~~31.03 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~~

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.

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

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

31.06 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.

31.07 ~~All **Up to 5 weeks of** unused and accumulated vacation time will be paid to any full-time employee upon their retirement **as long as the employee has worked for CADL for 6 months or more**. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.~~ (THIS IS ALREADY IN BOTH VACATION AND SICK LEAVE SECTION)

31.08 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~~ 2027 and shall continue in full force and effect through December 31, ~~2026.~~2030

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 waives 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 _____day of _____, 202~~2~~6

Capital Area District Library

_____
Quinn O'Donnell, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Steve Dawes
Regional Director, 1D

_____
Scott Dedic, UAW International Staff Representative

_____
Melissa Cole, Bargaining Committee

_____
Chris Lemmon, Bargaining Committee

_____
Cassie Veselovsky, 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Scott Dedic,
UAW International
Representative

_____
Heather Goupil, Bargaining
Committee

_____
Deborah Ketchum, Bargaining
Committee

_____
Diane Speerbrecker, Bargaining
Committee

REMOVE 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 _____day of _____, 2022.

Capital Area District Library **United Auto Workers**

_____ _____

Jeff Croff, Chairperson Scott Dedic,

UAW International Representative

_____
Deborah Bloomquist, Secretary

_____
Heather Goupil, Bargaining Committee

_____
Deborah Ketchum, Bargaining Committee

_____
Diane Speerbrecker, Bargaining Committee

Attachment #1

VACATION ACCRUAL RATE

Hours per week	10 hr/week	15 hr/week	20 hr/week	25 hr/week	30 hr/week
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

	2027		2028		2029		2030	
T6	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
Head of Circulation	24.71	34.59	25.45	35.63	26.21	36.69	27.00	37.80
	51,393.89	71,942.62	52,935.70	74,100.90	54,523.78	76,323.93	56,159.49	78,613.65
T5	**22.41**	**31.08**	**23.08**	**32.01**	**23.77**	**32.97**	**24.49**	**33.96**
Online Content/Social Media Coord	46,609.47	64,644.74	48,007.76	66,584.08	49,447.99	68,581.60	50,931.43	70,639.05
Marketing & Communications Coordinator								
Computer Tech								
T4	**18.44**	**25.55**	**18.99**	**26.32**	**19.56**	**27.11**	**20.15**	**27.92**
Library Assistant	38,347.09	53,147.33	39,497.50	54,741.75	40,682.43	56,384.00	41,902.90	58,075.52
Acquisition Head								
TS Assistant								
Facilities Tech								
Local History Assistant								
Mobile Library Assistant								
MELCAT Assistant								
T2	**16.32**	**22.63**	**16.81**	**23.31**	**17.31**	**24.01**	**17.83**	**24.73**
Library Clerks	33,942.27	47,076.85	34,960.54	48,489.15	36,009.36	49,943.83	37,089.64	51,442.14
TS Clerk								
Delivery Driver								
Outreach Clerk								
Mobile Library Clerk								

	2027		2028		2029		2030	
P5	**37.89**	**48.00**	**39.03**	**49.44**	**40.20**	**50.92**	**41.41**	**52.45**
Regional Library Head	78,818.90	99,840.00	81,183.46	102,835.20	83,618.97	105,920.26	86,127.54	109,097.86
P4	**35.62**	**44.53**	**36.69**	**45.87**	**37.79**	**47.24**	**38.92**	**48.66**
Heads	74,089.60	92,628.22	76,312.29	95,407.07	78,601.66	98,269.28	80,959.71	101,217.36
Head of Community Outreach								
P3	**35.28**	**44.10**	**36.34**	**45.43**	**37.43**	**46.79**	**38.55**	**48.19**
Technical Services Head	73,377.20	91,737.57	75,578.52	94,489.70	77,845.87	97,324.39	80,181.25	100,244.12
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	**30.66**	**38.34**	**31.58**	**39.49**	**32.53**	**40.67**	**33.51**	**41.89**
Public Service Librarian	63,779.25	79,740.13	65,692.63	82,132.33	67,663.40	84,596.30	69,693.31	87,134.19

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~~ 2027THROUGH DECEMBER 31,~~2026~~ 2030

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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~~ **Branch** Heads and **HEAD of LOCAL HISTORY CENTER**
- Head of Community Outreach

Unit 2

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

- Youth Services ~~Specialist~~
- ~~Community Engagement Specialist~~ (moved)
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian
- **Local History Librarian (moved)**
- **Mobile Library Librarian**

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

- Library Assistant
- Computer Technician
- ~~Graphic Artist~~
- **Branch Marketing Coordinator**
- **Advertising and Media Coordinator**
- **Multimedia Content Coordinator**
- ~~Online Content and Social Media Coordinator~~
- ~~Marketing and Communications Coordinator~~
- Technical Services Assistant
- **Acquisitions Assistant**

- Facilities Technician
- ~~MelCat/Technical Services Assistant~~
- **Community Outreach 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
- Technical Services Supervisor
- Library of Things and **Outreach** ~~Business~~ Specialist
- **Community Engagement Specialist**

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

- Executive Director
- Assistant Director
- Collection Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- **Community Engagement Director**
- ~~Marketing and Communications Director~~
- Staff Accountant
- Administrative Assistant
- Human Resources Assistant
- Accounting Office 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 du**ties** 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 that 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.~~ **In the event that *Janus v. AFSCME, Council 31*, 585 U.S. 878 (2018) is reversed, limited, or otherwise modified by a decision of the United States Supreme Court, or the United States Constitution is amended, such that additional forms of union security become constitutionally permissible, any union security provision of this Agreement shall become operative only to the extent authorized by MCL 423.210 and controlling federal and 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.

5.0~~1~~2 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.

5.0~~2~~3 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.

5.0~~3~~4 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 reason 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~~ **their** behalf. In the absence of the Steward, an alternate from that unit will act on ~~his/her~~ **their** 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 provision(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~~ **their** designee within ten (10) working days from the Human Resource Director's

response. The Director (or designee) and any persons they 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~~ **their** 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 **if the leave of absence is two weeks or longer**.

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~~ **their** previous Division and **they** will have a new seniority date. The employee's new seniority date will be changed to coincide with the date **they** began working in **their** 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 **they** return 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~~ **their** 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~~ **their** 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~~ **their** 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 employee 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 Master of Library Science (MLS) **or Master of History, Museum Studies, Archives 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~~ **their** 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~~ **their** 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 **they** 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 **on the CADL website and other appropriate external venues. The Employer will also send a notice out to staff on Teams when positions are posted on the CADL website.** ~~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 **The pay rate for an** Employee who ~~are~~ **is** selected to fill a position will **be** based on their education and experience as determined by the Employer ~~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.

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

18.04 WAGES

2027 -Technical Employees will receive a base wage increase on January 1st as below:
T6 – will receive a 6% increase
T5 – will receive a 6% increase
T4 – will receive a 7% increase
T2 - will receive an 8.5% increase

2027 -Professional Employees will receive a 4 % base wage increase on January 1st

2028 -Technical Employees will receive a 4% base wage increase on January 1st

2028- Professional Employees will receive a 4% base wage increase on January 1st

2029 -Technical Employees will receive a 4% base wage increase on January 1st

2029 -Professional Employees will receive a 4% base wage increase on January 1st

2030- Technical Employees will receive a 4% base wage increase on January 1st

2030 -Professional Employees will receive a 4% base wage increase on January 1st

~~18.02 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%~~

18.03 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.~~

18.04 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.
Except for 2027 P4 Range minimum and maximum will increase by 4%

18.05 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.
Except for 2027
T6 pay range minimum and maximum will increase by 6%
T5 pay range minimum and maximum will increase 6%
T4 pay range minimum and maximum will increase by 7%
T2 pay range minimum and maximum will increase by 8.5%

18.06 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.

18.07 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~~ **their** 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~~ **their** personnel file. The employee may also make a written request for a photocopy of the contents of ~~his/her~~ **their** 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~~ **their** 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~~ **their** 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.

Hours regularly scheduled to work	Accrual Rate
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 **unless mutually agreed to by the Employer and Union.**

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. **Branch staff members** ~~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 **using the time off feature in the Paychex Payroll system** ~~in writing~~ and normally be submitted to the employee's supervisor at least **two (2) weeks** ~~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 employees must have a total of eighty (80) hours of 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
5th Year:	4.6154 hours per pay period up to 15 days
6th Year:	4.9231 hours per pay period up to 16 days
7th Year:	5.2308 hours per pay period up to 17 days
8th Year:	5.5385 hours per pay period up to 18 days
9th Year:	5.8462 hours per pay period up to 19 days
10th 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, **they** 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.

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.

No employee shall use personal leave on their last day of employment. (just moved this up)

~~25.04 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.~~

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 greivable 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~~ **their** 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~~ **Payment must be made to the CADL Finance Office within 30 days of receiving the invoice.** 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 **unless otherwise protected by law.**

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 full-time 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 has experienced 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:

Hours regularly scheduled to work	Accrual Rate
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:

# of hours regularly scheduled / 80 x 4 = hours accrued per pay period

27.04 Sick leave credit may **be carried over to** a maximum of ~~130 days (~~1040 hours~~)~~ per year..~~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.~~ **New hires after January 1st, 2027 can carry over a maximum of 480 hours per year. This amount will be prorated for part-time employees.**

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, **they** must contact their 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, they 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~~ **Assistant** Director ~~of Public Service.~~ **If the need to use sick leave is unforeseeable, the employee must notify CADL as soon as practicable.**

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.~~ **health care professional.** 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 **or any other purpose permitted by Michigan's ESTA as now exists or hereafter**. 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~~ **health care professional when their absence is longer than 3 days** 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~~ **health care professional's** statement prior to returning to work to verify the employee's 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 **health care professional's** statement **if their absence is longer than 3 days**.

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 This sick leave benefit meets or exceeds the requirements of the Michigan Earned Sick Time Act (ESTA). Employees may use available sick leave for all qualifying purposes protected under ESTA, and the Library will administer this policy in accordance with applicable law. If this policy conflicts with ESTA, the law will prevail.

27.16 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, they 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~~ **their** 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~~

benefited eligible employees 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:

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

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

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

Class IV Benefits	Insurance Pays (Usual, Customary and Reasonable Fees)	Employee or Patient Pays
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 – Elective — Eye examination covered less $10.00 co-pay.
  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 the 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 **Mission Square Supplemental Savings/Deferred Compensation Plan or another plan offered by the Employer.** 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 **may** ~~will be automatically~~ enroll~~ed in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan~~ **in the MISSION SQUARE 457 Supplemental Savings Plan** and will receive the following deposits into their account:

~~January 1st of each year (2023- 2026) $75~~

~~July 1st 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.~~

1% of the employee's salary per pay period will be deposited into the employee's Mission Square 457 account by CADL.

Any employee may voluntarily add additional money through payroll deduction.

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 though 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 Executive Director, the Assistant Director, the Finance Director,** the Director of Operations, the Director of Human Resources and at least ~~one~~ **two** member**s** 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~~ **full-time (40 hours per week)** and all Professional employees who work ~~10 four-hour days per month~~ **40 or more hours 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' contributions may vary from year to year.

Upon ratification of this contract CADL will allocate $500,000 into division 70 – UnionProf and $10,000 into division 71 – UnNon-Pro of the MERS Defined Benefit Plan as a onetime allocation before December 31, 2026. This allocation will be an employer contribution used to help reduce the Unfunded Accrued Liability (UAL).

~~31.03 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~~

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.

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

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

31.06 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.

31.07 ~~All **Up to 5 weeks of** unused and accumulated vacation time will be paid to any full-time employee upon their retirement **as long as the employee has worked for CADL for 6 months or more**. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.~~ (THIS IS ALREADY IN BOTH VACATION AND SICK LEAVE SECTION)

31.08 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~~ 2027 and shall continue in full force and effect through December 31, ~~2026.~~2030

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 waives 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 _____day of _____, 202~~2~~6

Capital Area District Library

_____
Quinn O'Donnell, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Steve Dawes
Regional Director, 1D

_____
Scott Dedic, UAW International Staff Representative

_____
Melissa Cole, Bargaining Committee

_____
Chris Lemmon, Bargaining Committee

_____
Cassie Veselovsky, 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Scott Dedic,
UAW International
Representative

_____
Heather Goupil, Bargaining
Committee

_____
Deborah Ketchum, Bargaining
Committee

_____
Diane Speerbrecker, Bargaining
Committee

REMOVE 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 _____day of _____, 2022.

Capital Area District Library **United Auto Workers**

_____ _____

Jeff Croff, Chairperson Scott Dedic,

UAW International Representative

_____
Deborah Bloomquist, Secretary

_____
Heather Goupil, Bargaining Committee

_____
Deborah Ketchum, Bargaining Committee

_____
Diane Speerbrecker, Bargaining Committee

Attachment #1

VACATION ACCRUAL RATE

Hours per week	10 hr/week	15 hr/week	20 hr/week	25 hr/week	30 hr/week
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

	2027		2028		2029		2030	
T6	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
Head of Circulation	24.71	34.59	25.45	35.63	26.21	36.69	27.00	37.80
	51,393.89	71,942.62	52,935.70	74,100.90	54,523.78	76,323.93	56,159.49	78,613.65
T5	**22.41**	**31.08**	**23.08**	**32.01**	**23.77**	**32.97**	**24.49**	**33.96**
Online Content/Social Media Coord	46,609.47	64,644.74	48,007.76	66,584.08	49,447.99	68,581.60	50,931.43	70,639.05
Marketing & Communications Coordinator								
Computer Tech								
T4	**18.44**	**25.55**	**18.99**	**26.32**	**19.56**	**27.11**	**20.15**	**27.92**
Library Assistant	38,347.09	53,147.33	39,497.50	54,741.75	40,682.43	56,384.00	41,902.90	58,075.52
Acquisition Head								
TS Assistant								
Facilities Tech								
Local History Assistant								
Mobile Library Assistant								
MELCAT Assistant								
T2	**16.32**	**22.63**	**16.81**	**23.31**	**17.31**	**24.01**	**17.83**	**24.73**
Library Clerks	33,942.27	47,076.85	34,960.54	48,489.15	36,009.36	49,943.83	37,089.64	51,442.14
TS Clerk								
Delivery Driver								
Outreach Clerk								
Mobile Library Clerk								

	2027		2028		2029		2030	
P5	**37.89**	**48.00**	**39.03**	**49.44**	**40.20**	**50.92**	**41.41**	**52.45**
Regional Library Head	78,818.90	99,840.00	81,183.46	102,835.20	83,618.97	105,920.26	86,127.54	109,097.86
P4	**35.62**	**44.53**	**36.69**	**45.87**	**37.79**	**47.24**	**38.92**	**48.66**
Heads	74,089.60	92,628.22	76,312.29	95,407.07	78,601.66	98,269.28	80,959.71	101,217.36
Head of Community Outreach								
P3	**35.28**	**44.10**	**36.34**	**45.43**	**37.43**	**46.79**	**38.55**	**48.19**
Technical Services Head	73,377.20	91,737.57	75,578.52	94,489.70	77,845.87	97,324.39	80,181.25	100,244.12
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	**30.66**	**38.34**	**31.58**	**39.49**	**32.53**	**40.67**	**33.51**	**41.89**
Public Service Librarian	63,779.25	79,740.13	65,692.63	82,132.33	67,663.40	84,596.30	69,693.31	87,134.19

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~~ 2027 THROUGH DECEMBER 31,~~2026~~ 2030

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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~~ **Branch** Heads and **HEAD of LOCAL HISTORY CENTER**
- Head of Community Outreach

Unit 2

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

- Youth Services ~~-~~Specialist
- ~~Community Engagement Specialist~~ (moved)
- Collection Development Specialists
- Digital Literacy Specialist
- Systems Administrator
- Systems Analyst
- Public Service Librarians
- Youth Services Librarian
- **Local History Librarian (moved)**
- **Mobile Library Librarian**

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

- Library Assistant
- Computer Technician
- ~~Graphic Artist~~
- **Branch Marketing Coordinator**
- **Advertising and Media Coordinator**
- **Multimedia Content Coordinator**
- ~~Online Content and Social Media Coordinator~~
- ~~Marketing and Communications Coordinator~~
- Technical Services Assistant
- **Acquisitions Assistant**

- Facilities Technician
- ~~MelCat/Technical Services Assistant~~
- **Community Outreach 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
- Technical Services Supervisor
- Library of Things and **Outreach** ~~Business~~ Specialist
- **Community Engagement Specialist**

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

- Executive Director
- Assistant Director
- Collection Development Director
- Human Resources Director
- Finance Director
- Information Technology Director
- Operations Director
- **Community Engagement Director**
- ~~Marketing and Communications Director~~
- Staff Accountant
- Administrative Assistant
- Human Resources Assistant
- Accounting Office 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 du**ties** 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 that 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.~~ **In the event that *Janus v. AFSCME, Council 31*, 585 U.S. 878 (2018) is reversed, limited, or otherwise modified by a decision of the United States Supreme Court, or the United States Constitution is amended, such that additional forms of union security become constitutionally permissible, any union security provision of this Agreement shall become operative only to the extent authorized by MCL 423.210 and controlling federal and 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.

5.0~~1~~2 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.

5.0~~2~~3 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.

5.0~~3~~4 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 reason 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~~ **their** behalf. In the absence of the Steward, an alternate from that unit will act on ~~his/her~~ **their** 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 provision(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~~ **their** designee within ten (10) working days from the Human Resource Director's

response. The Director (or designee) and any persons they 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~~ **their** 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 **if the leave of absence is two weeks or longer**.

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~~ **their** previous Division and **they** will have a new seniority date. The employee's new seniority date will be changed to coincide with the date **they** began working in **their** 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 **they** return 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~~ **their** 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~~ **their** 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~~ **their** 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 employee 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 Master of Library Science (MLS) **or Master of History, Museum Studies, Archives 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~~ **their** 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~~ **their** 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 **they** 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 **on the CADL website and other appropriate external venues. The Employer will also send a notice out to staff on Teams when positions are posted on the CADL website.** ~~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 **The pay rate for an** Employee who ~~are~~ **is** selected to fill a position will **be** based on their education and experience as determined by the Employer ~~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.

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

18.04 WAGES

2027 -Technical Employees will receive a base wage increase on January 1st as below:
T6 – will receive a 6% increase
T5 – will receive a 6% increase
T4 – will receive a 7% increase
T2 - will receive an 8.5% increase

2027 -Professional Employees will receive a 4 % base wage increase on January 1st

2028 -Technical Employees will receive a 4% base wage increase on January 1st

2028- Professional Employees will receive a 4% base wage increase on January 1st

2029 -Technical Employees will receive a 4% base wage increase on January 1st

2029 -Professional Employees will receive a 4% base wage increase on January 1st

2030- Technical Employees will receive a 4% base wage increase on January 1st

2030 -Professional Employees will receive a 4% base wage increase on January 1st

~~18.02 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%~~

18.03 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.~~

18.04 Professional Pay Ranges The minimum and the maximum of the Professional pay ranges will increase by 3% each year of the contract.
Except for 2027 P4 Range minimum and maximum will increase by 4%

18.05 Technical Pay Ranges The minimum and the maximum of the Technical pay ranges will increase by 3% each year of the contract.
Except for 2027
T6 pay range minimum and maximum will increase by 6%
T5 pay range minimum and maximum will increase 6%
T4 pay range minimum and maximum will increase by 7%
T2 pay range minimum and maximum will increase by 8.5%

18.06 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.

18.07 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~~ **their** 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~~ **their** personnel file. The employee may also make a written request for a photocopy of the contents of ~~his/her~~ **their** 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~~ **their** 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~~ **their** 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.

Hours regularly scheduled to work	Accrual Rate
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 **unless mutually agreed to by the Employer and Union.**

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. **Branch staff members** ~~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 **using the time off feature in the Paychex Payroll system** ~~in writing~~ and normally be submitted to the employee's supervisor at least **two (2) weeks** ~~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 employees must have a total of eighty (80) hours of 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
5th Year:	4.6154 hours per pay period up to 15 days
6th Year:	4.9231 hours per pay period up to 16 days
7th Year:	5.2308 hours per pay period up to 17 days
8th Year:	5.5385 hours per pay period up to 18 days
9th Year:	5.8462 hours per pay period up to 19 days
10th 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, **they** 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.

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.

No employee shall use personal leave on their last day of employment. (just moved this up)

~~25.04 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.~~

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 greivable 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~~ **their** 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~~ **Payment must be made to the CADL Finance Office within 30 days of receiving the invoice.** 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 **unless otherwise protected by law.**

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 full-time 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 has experienced 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:

Hours regularly scheduled to work	Accrual Rate
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:

# of hours regularly scheduled / 80 x 4 = hours accrued per pay period

27.04 Sick leave credit may **be carried over to** a maximum of ~~130 days (~~1040 hours~~)~~ per year..~~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.~~ **New hires after January 1st, 2027 can carry over a maximum of 480 hours per year. This amount will be prorated for part-time employees.**

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, **they** must contact their 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, they 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~~ **Assistant** Director ~~of Public Service.~~ **If the need to use sick leave is unforeseeable, the employee must notify CADL as soon as practicable.**

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.~~ **health care professional.** 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 **or any other purpose permitted by Michigan's ESTA as now exists or hereafter**. 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~~ **health care professional when their absence is longer than 3 days** 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~~ **health care professional's** statement prior to returning to work to verify the employee's 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 **health care professional's** statement **if their absence is longer than 3 days**.

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 This sick leave benefit meets or exceeds the requirements of the Michigan Earned Sick Time Act (ESTA). Employees may use available sick leave for all qualifying purposes protected under ESTA, and the Library will administer this policy in accordance with applicable law. If this policy conflicts with ESTA, the law will prevail.

27.16 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, they 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~~ **their** 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~~

benefited eligible employees 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:

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

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

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

Class IV Benefits	Insurance Pays (Usual, Customary and Reasonable Fees)	Employee or Patient Pays
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 – Elective — Eye examination covered less $10.00 co-pay.
  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 the 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 **Mission Square Supplemental Savings/Deferred Compensation Plan or another plan offered by the Employer.** 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 **may** ~~will be automatically~~ enroll~~ed in the MERS 457 Pre-tax Supplemental Savings/Deferred Compensation Plan~~ **in the MISSION SQUARE 457 Supplemental Savings Plan** and will receive the following deposits into their account:

~~January 1st of each year (2023- 2026) $75~~

~~July 1st 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.~~

1% of the employee's salary per pay period will be deposited into the employee's Mission Square 457 account by CADL.

Any employee may voluntarily add additional money through payroll deduction.

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 though 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 Executive Director, the Assistant Director, the Finance Director,** the Director of Operations, the Director of Human Resources and at least ~~one~~ **two** member**s** 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~~ **full-time (40 hours per week)** and all Professional employees who work ~~10 four-hour days per month~~ **40 or more hours 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' contributions may vary from year to year.

Upon ratification of this contract CADL will allocate $500,000 into division 70 – UnionProf and $10,000 into division 71 – UnNon-Pro of the MERS Defined Benefit Plan as a onetime allocation before December 31, 2026. This allocation will be an employer contribution used to help reduce the Unfunded Accrued Liability (UAL).

~~31.03 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~~

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.

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

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

31.06 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.

31.07 ~~All **Up to 5 weeks of** unused and accumulated vacation time will be paid to any full-time employee upon their retirement **as long as the employee has worked for CADL for 6 months or more**. All unused and accumulated sick leave will be forfeited by the employee upon their retirement.~~ (THIS IS ALREADY IN BOTH VACATION AND SICK LEAVE SECTION)

31.08 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~~ 2027 and shall continue in full force and effect through December 31, ~~2026.~~2030

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 waives 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 _____day of _____, 202~~2~~6

Capital Area District Library

_____
Quinn O'Donnell, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Steve Dawes
Regional Director, 1D

_____
Scott Dedic, UAW International Staff Representative

_____
Melissa Cole, Bargaining Committee

_____
Chris Lemmon, Bargaining Committee

_____
Cassie Veselovsky, 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah 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 _____day of _____, 2022.

Capital Area District Library

_____
Jeff Croff, Chairperson

_____
Deborah Bloomquist, Secretary

United Auto Workers

_____
Scott Dedic,
UAW International
Representative

_____
Heather Goupil, Bargaining
Committee

_____
Deborah Ketchum, Bargaining
Committee

_____
Diane Speerbrecker, Bargaining
Committee

REMOVE 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 _____day of _____, 2022.

Capital Area District Library **United Auto Workers**

_____ _____

Jeff Croff, Chairperson Scott Dedic,

UAW International Representative

_____
Deborah Bloomquist, Secretary

_____
Heather Goupil, Bargaining Committee

_____
Deborah Ketchum, Bargaining Committee

_____
Diane Speerbrecker, Bargaining Committee

Attachment #1

VACATION ACCRUAL RATE

Hours per week	10 hr/week	15 hr/week	20 hr/week	25 hr/week	30 hr/week
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

	2027		2028		2029		2030	
T6	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
Head of Circulation	24.71	34.59	25.45	35.63	26.21	36.69	27.00	37.80
	51,393.89	71,942.62	52,935.70	74,100.90	54,523.78	76,323.93	56,159.49	78,613.65
T5	**22.41**	**31.08**	**23.08**	**32.01**	**23.77**	**32.97**	**24.49**	**33.96**
Online Content/Social Media Coord	46,609.47	64,644.74	48,007.76	66,584.08	49,447.99	68,581.60	50,931.43	70,639.05
Marketing & Communications Coordinator								
Computer Tech								
T4	**18.44**	**25.55**	**18.99**	**26.32**	**19.56**	**27.11**	**20.15**	**27.92**
Library Assistant	38,347.09	53,147.33	39,497.50	54,741.75	40,682.43	56,384.00	41,902.90	58,075.52
Acquisition Head								
TS Assistant								
Facilities Tech								
Local History Assistant								
Mobile Library Assistant								
MELCAT Assistant								
T2	**16.32**	**22.63**	**16.81**	**23.31**	**17.31**	**24.01**	**17.83**	**24.73**
Library Clerks	33,942.27	47,076.85	34,960.54	48,489.15	36,009.36	49,943.83	37,089.64	51,442.14
TS Clerk								
Delivery Driver								
Outreach Clerk								
Mobile Library Clerk								

	2027		2028		2029		2030	
P5	**37.89**	**48.00**	**39.03**	**49.44**	**40.20**	**50.92**	**41.41**	**52.45**
Regional Library Head	78,818.90	99,840.00	81,183.46	102,835.20	83,618.97	105,920.26	86,127.54	109,097.86
P4	**35.62**	**44.53**	**36.69**	**45.87**	**37.79**	**47.24**	**38.92**	**48.66**
Heads	74,089.60	92,628.22	76,312.29	95,407.07	78,601.66	98,269.28	80,959.71	101,217.36
Head of Community Outreach								
P3	**35.28**	**44.10**	**36.34**	**45.43**	**37.43**	**46.79**	**38.55**	**48.19**
Technical Services Head	73,377.20	91,737.57	75,578.52	94,489.70	77,845.87	97,324.39	80,181.25	100,244.12
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	**30.66**	**38.34**	**31.58**	**39.49**	**32.53**	**40.67**	**33.51**	**41.89**
Public Service Librarian	63,779.25	79,740.13	65,692.63	82,132.33	67,663.40	84,596.30	69,693.31	87,134.19

Capital Area District Libraries

Resolution of Appreciation Honoring Cecelia Kramer

WHEREAS, Cecelia Kramer has been a dedicated member of the Friends of the Okemos Library since 1991, including 29 years serving as its President, providing extraordinary leadership and commitment to the organization and the community; and

WHEREAS, Cecelia has been instrumental in fundraising efforts supporting the Okemos Library, including organizing used book sales and leading the successful "Renew the Okemos Library, It's Overdue" campaign, which raised more than $100,000 in community donations and secured $200,000 in matching funds from Meridian Township to support the Hope Borbas Okemos Library expansion and renovation; and

WHEREAS, Cecelia has been a steadfast advocate for Capital Area District Libraries, championing every millage campaign and most recently demonstrating her dedication through the 2026 I Love My Library campaign, helping bring community support to life one yard sign at a time; and

WHEREAS, through her many years of service, Cecelia has made a lasting impact on the Okemos Library and the community, giving generously of her time, leadership, and passion for public libraries;

NOW, THEREFORE, BE IT RESOLVED, that the Capital Area District Libraries Board of Trustees extends its sincere appreciation and gratitude to Cecelia Kramer for her 29 years of leadership as President of the Friends of the Okemos Library and her many years of dedicated service; and

BE IT FURTHER RESOLVED, that the Board recognizes and celebrates her extraordinary contributions and the lasting legacy she leaves for the Okemos Library and the community.

Adopted this 18th day of November, 2026.

CAPITAL AREA DISTRICT LIBRARIES
BOARD OF TRUSTEES

_____ _____

Jenny Marr, Executive Director *Quinn O'Donnell, Board Chair*

BALANCE SHEET REPORT FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As Of 10/31/2026

GL Number	Description	YTD Balance 10/31/2026
Fund: 101 GENERAL FUND		
***** Assets *****		
Account Type: Cash		
	CASH	11,086,288.08
	IMPREST CASH	200.00
	INVESTMENTS	7,106,455.32
	Cash	18,192,943.40
Account Type: Accounts Receivable		
	ACCOUNTS RECEIVABLE	58,713.41
	TAXES RECEIVABLE	413,556.16
	INTEREST RECEIVABLE	104,420.20
	Accounts Receivable	576,689.77
Account Type: Other Assets		
	PREPAID EXPENSE	337,279.60
	Other Assets	337,279.60
Total Assets		19,106,912.77
***** Liabilities *****		
Account Type: Accounts Payable		
	ACCOUNTS PAYABLE	314,238.76
	ACCRUED SALARIES PAYABLE	1,240.39
	Accounts Payable	315,479.15
Account Type: Liabilities-ST		
	DEFERRED REVENUE	429,335.06
	Liabilities-ST	429,335.06
Account Type: Deferred Inflows		
	DEFERRED REVENUE	58,684.95
	Deferred Inflows	58,684.95
Total Liabilities		803,499.16
***** Fund Equity *****		
Account Type: Unassigned		
	FUND BALANCE UNDESIGNATED	1,979,476.61
	FUND BALANCE DONATIONS RE	228,322.73
	FUND BALANCE DONATIONS UN	262,694.32
	FUND BALANCE CAPITAL PRO	2,700,000.40
	FUND BALANCE CONTINGENCY	5,342,849.10
	FUND BALANCE AUTOMATION	1,000,000.00
	FUND BALANCE OPERATIONS	965,550.00
	FUND BALANCE PENSION RESE	1,560,000.00
	Unassigned	14,038,893.16
Total Fund Equity		14,038,893.16
Total Fund 101 GENERAL FUND:		
TOTAL ASSETS		19,106,912.77
BEG. FUND BALANCE		14,038,893.16
+ NET OF REVENUES & EXPENDITURES		0.00
= ENDING FUND BALANCE		14,038,893.16
+ LIABILITIES		803,499.16
= TOTAL LIABILITIES AND FUND BALANCE		14,842,392.32
OUT OF BALANCE		4,264,520.45

GL Number	Description	Activity For 10/31/2026	YTD Balance 10/31/2026	2026 Amended Budget	% Bdgt Used
Fund: 101 GENERAL FUND					
Account Category: Revenues					
MILLAGE INCOME					
402	Property Tax Revenue	354.14	14,704,045.82	15,102,200.00	97.36
404	Renaissance Zone Reimbursement	0.00	4,885.81	20,000.00	24.43
437	Industrial Facilities Tax	0.00	37,712.21	38,000.00	99.24
MILLAGE INCOME		354.14	14,746,643.84	15,160,200.00	97.27
PENAL FINES					
658	Penal Fines Ingham County	0.00	248,809.92	200,000.00	124.40
659	Penal Fines Eaton County	0.00	11,130.37	8,000.00	139.13
PENAL FINES		0.00	259,940.29	208,000.00	124.97
STATE AID					
410	PPT Reimbursement	0.00	173,581.82	150,000.00	115.72
553	State Aid Direct	0.00	132,856.18	135,000.00	98.41
554	State Aid Indirect	0.00	132,856.18	135,000.00	98.41
STATE AID		0.00	439,294.18	420,000.00	104.59
LIBRARY FEES					
630	Printing Revenue	6,831.97	57,680.43	43,550.00	132.45
631	Non Resident Fees	3,475.00	30,096.50	20,000.00	150.48
LIBRARY FEES		10,306.97	87,776.93	63,550.00	138.12
DONATIONS					
674	Donation Income-Friends/Restricted	3,210.00	38,651.47	29,000.00	133.28
677	Donation Income-Unrestricted	113.00	19,790.13	28,400.00	69.68
DONATIONS		3,323.00	58,441.60	57,400.00	101.81
GRANTS					
540	Grants	0.00	15,000.00	15,000.00	100.00
550	Grants-LSTA	0.00	2,994.78	3,000.00	99.83
GRANTS		0.00	17,994.78	18,000.00	99.97
OTHER INCOME					
628	Universal Service Fund Income	0.00	671.18	0.00	100.00
632	Lost and Paid Books	3,394.14	33,957.23	30,000.00	113.19
665	Interest Income	46,226.02	474,450.07	400,000.00	118.61
667	RENT INCOME	2,819.17	40,408.53	56,000.00	72.16
673	Sale of Fixed Assets	0.00	300.00	3,000.00	10.00
675	Misc Income	1,638.08	19,167.90	9,000.00	212.98
680	Sponsorship Revenue	0.00	3,000.00	3,000.00	100.00
682	Insurance Claim Income	0.00	0.00	1,000.00	0.00
OTHER INCOME		54,077.41	571,954.91	502,000.00	113.94
DUE FROM FUND BALANCES					
966	Due from Pension Reserve	0.00	0.00	360,000.00	0.00
DUE FROM FUND BALANCES		0.00	0.00	360,000.00	0.00
Revenues		68,061.52	16,182,046.53	16,789,150.00	96.38
Account Category: Expenditures					
SALARIES AND BENEFITS					
702	Salaries	540,842.80	5,799,954.65	7,610,000.00	76.21
714	Unemployment Insurance	0.00	0.00	3,000.00	0.00
715	FICA EMPLOYER SHARE	40,506.10	433,963.15	570,000.00	76.13
716	HEALTH INSURANCE	51,012.69	622,241.15	882,000.00	70.55
717	Life & Disability Insurance	783.88	4,391.82	6,000.00	73.20
718	Retirement	67,129.40	718,513.42	995,000.00	72.21
719	Prescription Expense	42,502.09	252,416.85	300,000.00	84.14
720	DENTAL INSURANCE	6,160.72	45,382.95	55,000.00	82.51
721	VISION INSURANCE	882.26	9,078.74	12,000.00	75.66
722	Workers Comp Insurance	0.00	36,322.50	41,700.00	87.10
724	Parking Main Library	4,520.00	49,869.60	54,500.00	91.50
SALARIES AND BENEFITS		754,339.94	7,972,134.83	10,529,200.00	75.71
MATERIALS					
727	Books	110,551.14	846,784.29	1,109,000.00	76.36
728	Periodicals	(1,631.62)	35,792.54	43,050.00	83.14
729	DVD	17,327.00	174,558.53	222,000.00	78.63
730	Library of Things	889.47	41,818.13	54,500.00	76.73
731	Audiobooks	63,966.87	566,329.18	688,500.00	82.26
732	Music	2,149.55	24,519.94	34,500.00	71.07
733	Databases	0.00	103,554.55	110,000.00	94.14

GL Number	Description	Activity For 10/31/2026	YTD Balance 10/31/2026	2026 Amended Budget	% Bdgt Used
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
MATERIALS					
734	Subscription Services	3,500.00	68,067.48	75,250.00	90.46
735	Processing Supplies	2,506.05	25,640.36	29,750.00	86.19
736	Processing Fees	7,866.74	61,176.13	89,000.00	68.74
868	Local History Collection	0.00	10,000.00	10,000.00	100.00
MATERIALS		207,125.20	1,958,241.13	2,465,550.00	79.42
SUPPLIES					
740	Office Supplies	6,402.04	65,704.30	85,000.00	77.30
741	Postage Expense	260.24	2,133.68	6,000.00	35.56
776	Janitorial Supplies	1,443.21	13,154.25	19,900.00	66.10
862	Gas-Delivery Vehicles	2,641.02	21,825.44	20,000.00	109.13
SUPPLIES		10,746.51	102,817.67	130,900.00	78.55
PROFESSIONAL SERVICES					
820	Membership Fees	864.83	20,004.65	27,500.00	72.74
822	CONTRACTUAL SERVICES	0.00	2,472.00	2,500.00	98.88
823	Bank Fees & Services	1,788.62	15,124.33	18,000.00	84.02
825	Collection Agency Fees	813.15	4,837.20	6,000.00	80.62
826	Payroll & Print Service	3,717.08	42,771.94	50,000.00	85.54
827	Web Chat Service	895.00	8,950.00	11,000.00	81.36
828	Melcat Delivery Charges	0.00	52,032.11	52,000.00	100.06
829	Tutoring Services	3,117.50	3,117.50	3,000.00	103.92
831	Marketing	6,244.68	120,272.16	174,000.00	69.12
832	Programs	8,619.90	94,674.05	116,380.00	81.35
PROFESSIONAL SERVICES		26,060.76	364,255.94	460,380.00	79.12
GOVERNANCE					
805	Legal Services	2,260.50	21,717.92	40,000.00	54.29
806	Per Diem	0.00	600.00	10,000.00	6.00
807	Memberships - Board	0.00	75.83	1,250.00	6.07
808	Conferences - Board	0.00	0.00	7,000.00	0.00
809	Audit	0.00	19,450.00	28,000.00	69.46
GOVERNANCE		2,260.50	41,843.75	86,250.00	48.51
STAFF DEVELOPMENT					
810	Staff Training	5,363.39	40,127.79	58,250.00	68.89
811	Recruiting Expense	0.00	0.00	500.00	0.00
812	Hospitality	0.00	56.83	5,000.00	1.14
813	Employee Recognition	0.00	1,140.93	5,000.00	22.82
STAFF DEVELOPMENT		5,363.39	41,325.55	68,750.00	60.11
MAINTENANCE AND UTILITIES					
801	Custodial Services	22,836.12	190,833.55	244,580.00	78.03
802	SECURITY SERVICES	19,809.22	168,171.62	163,090.00	103.12
850	Telephone	1,690.98	17,023.01	22,410.00	75.96
864	Vehicle Maintenance - Delivery	1,707.73	10,085.81	10,000.00	100.86
922	Steam and Gas	5,506.09	88,799.00	116,500.00	76.22
923	Electricity	16,475.97	167,171.68	219,600.00	76.13
924	Water and Sewer	1,722.22	16,431.74	26,400.00	62.24
925	Trash	857.05	7,948.19	9,790.00	81.19
930	Building Maintenance	1,752.92	59,442.18	141,580.00	41.98
MAINTENANCE AND UTILITIES		72,358.30	725,906.78	953,950.00	76.09
OTHER EXPENSE					
861	Local Travel	2,148.94	16,144.10	20,000.00	80.72
955	Millage Income Refund	0.00	13,346.13	60,000.00	22.24
956	Property & Liability Insurance	0.00	64,696.24	75,000.00	86.26
957	Miscellaneous Expense	211.00	2,325.85	6,000.00	38.76
958	Sales/Use Tax	0.00	355.85	1,000.00	35.59
959	SPECIAL ASSESSMENT & PROPERTY TAX	0.00	15,411.28	17,000.00	90.65
960	Donation Expense Restricted	4,293.89	30,053.51	24,000.00	125.22
961	Donation Expense Unrestricted	0.00	6,726.78	22,500.00	29.90
OTHER EXPENSE		6,653.83	149,059.74	225,500.00	66.10
TECHNOLOGY EXPENSES					
878	Firewall Upgrade Project	0.00	633.44	5,000.00	12.67
895	Internet Access	0.00	7,635.00	17,690.00	43.16
896	Internet Access - Hotspots	3,850.76	43,630.44	56,640.00	77.03
898	Computer System Services	4,948.84	55,001.37	74,270.00	74.06
905	Computer Software	1,482.80	81,723.48	94,200.00	86.76

GL Number	Description	Activity For 10/31/2026	YTD Balance 10/31/2026	2026 Amended Budget	% Bdgt Used
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
TECHNOLOGY EXPENSES					
906	Computer Hardware	34.99	17,867.57	51,700.00	34.56
907	LIBRARY SYSTEMS SOFTWARE	994.20	166,695.19	170,650.00	97.68
911	Mobile Training Lab	422.00	422.00	51,000.00	0.83
TECHNOLOGY EXPENSES		11,733.59	373,608.49	521,150.00	71.69
CAPITAL OUTLAY					
873	Building Upgrades	0.00	24,110.00	25,000.00	96.44
917	SECURITY CAMERAS	0.00	0.00	24,020.00	0.00
967	Outreach Projects	18,957.69	46,285.20	70,500.00	65.65
980	Staff Furn & Equipment	2,261.30	12,574.74	26,500.00	47.45
982	BUILDINGS	418.28	87,668.15	295,238.00	29.69
987	GRANT EXPENSES	0.00	17,694.11	18,000.00	98.30
CAPITAL OUTLAY		21,637.27	188,332.20	459,258.00	41.01
DEBT SERVICES					
929	SBITA/LEASE PRINCIPAL PAYMENTS	0.00	0.00	255,000.00	0.00
DEBT SERVICES		0.00	0.00	255,000.00	0.00
DUE TO FUNDS					
969	DUE TO CAPITAL PROJECTS FUND	0.00	0.00	800,000.00	0.00
DUE TO FUNDS		0.00	0.00	800,000.00	0.00
Expenditures		1,118,279.29	11,917,526.08	16,955,888.00	70.29
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		68,061.52	16,182,046.53	16,789,150.00	96.38
TOTAL EXPENDITURES		1,118,279.29	11,917,526.08	16,955,888.00	70.29
NET OF REVENUES & EXPENDITURES:		(1,050,217.77)	4,264,520.45	(166,738.00)	

2026 3rd Qtr. Budget Adjustment Recommendations

	Original or Amended Budget	YTD Actual	Requested Adjustment	Revised Budget
Revenue				
Millage Income				
402 - Property Tax Revenue	15,102,200	14,705,016	(397,185)	14,705,015
404 - Renaissance zone	20,000	4,886	(15,115)	4,885
437 - Industrial Facilities Tax	38,000	37,712	(290)	37,710
Penal Fines				
658 - Penal Fines Ingham	200,000	248,810	48,800	248,800
659 - Penal Fines Eaton	8,000	11,130	3,130	11,130
State Aid				
410 - PPT reimbursement	150,000	173,582	23,580	173,580
553 - State Aid Direct	135,000	132,856	(2,145)	132,855
553 - State Aid Indirect	135,000	132,856	(2,145)	132,855
Library Fees				
674 - Printing Revenue	43,550	58,406	17,000	60,550
631 - Non Resident Fees	20,000	30,247	11,000	31,000
Donations				
674 - Donation Income - Restricted	29,000	38,651	10,000	39,000
677 - Donation Income - Unrestricted	28,400	19,799	(8,000)	20,400
Other Income				
632 - Lost and Paid books	30,000	34,549	6,000	36,000
665 - Interest Income	400,000	485,827	145,000	545,000
667 - Rent Income	56,000	40,409	(15,600)	40,400
673 - Sale of Fixed Assets	3,000	300	(2,700)	300
675 - Misc Income	9,000	19,543	12,000	21,000
Total Revenue	16,407,150	16,174,578	(166,670)	16,240,480
Expenditures				
Supplies				
862 - Gas Delivery Vehicles	20,000	21,825	5,000	25,000
Professional Services				
828 - Melcat Delivery Charges	52,000	52,032	2,000	54,000
829 - Tutoring Services	3,000	3,118	120	3,120
Governance				
808 - Conferences - Board	7,000	-	(7,000)	-
809 - Audit	28,000	19,450	(8,500)	19,500
Maintenance and Utilities				
802 - Security services	163,090	168,172	49,000	212,090
864 - Vehicle Maint Delivery	10,000	10,086	100	10,100
930 - Building Maintenance	141,580	60,579	(50,000)	91,580
Other Expenses				

960 - Donation Expense - Restricted	24,000	31,541	10,000	34,000
961 - Donations Expense - Unrestircted	22,500	6,727	(8,000)	14,500
Technology Expenses				
911 - Mobile Training Lab	51,000	422	(50,500)	500
Total Expenses (Under)/Over	522,170	373,951	(57,780)	464,390

Requested (use)/return of Undesignated Fund Bal.	(108,890)

Undesignated Fund Balance 1.1.26	3,005,758
1st Qtr. Adjustment	(166,738)
2nd Qtr. Adjustment	-
3rd Qtr. Adjustment	(108,890)
4th Qtr. Adjustment	
Projected Fund Balance 12.31.26	2,730,130

BUDGET REPORT FOR CAPITAL AREA DISTRICT LIBRARIES

Calculations As Of 12/31/2027

GL Number	Description	2026 Amended Budget	2026 Activity	2027 Recommended	2027 Recommended % Change
Fund: 101 GENERAL FUND					
Account Category: Estimated Revenues					
MILLAGE INCOME					
402	Property Tax Revenue	15,102,200	14,704,320	15,298,000	1.30
404	Renaissance Zone Reimbursement	20,000	4,890		(100.00)
437	Industrial Facilities Tax	38,000	37,710	35,000	(7.89)
MILLAGE INCOME		15,160,200	14,746,920	15,333,000	1.14
STATE AID					
410	PPT Reimbursement	150,000	173,580	160,000	6.67
553	State Aid Direct	135,000	132,860	132,000	(2.22)
554	State Aid Indirect	135,000	132,860	132,000	(2.22)
STATE AID		420,000	439,300	424,000	0.95
GRANTS					
540	Grants	15,000	15,000		(100.00)
550	Grants-LSTA	3,000	2,990		(100.00)
GRANTS		18,000	17,990		(100.00)
OTHER INCOME					
628	Universal Service Fund Income		670		
632	Lost and Paid Books	30,000	34,550	30,000	
665	Interest Income	400,000	485,830	500,000	25.00
667	RENT INCOME	56,000	40,410		(100.00)
673	Sale of Fixed Assets	3,000	300	1,000	(66.67)
675	Misc Income	9,000	19,540	12,000	33.33
680	Sponsorship Revenue	3,000	3,000		(100.00)
682	Insurance Claim Income	1,000			(100.00)
OTHER INCOME		502,000	584,300	543,000	8.17
LIBRARY FEES					
630	Printing Revenue	43,550	58,410	50,000	14.81
631	Non Resident Fees	20,000	30,250	25,000	25.00
LIBRARY FEES		63,550	88,660	75,000	18.02
PENAL FINES					
658	Penal Fines Ingham County	200,000	248,810	245,000	22.50
659	Penal Fines Eaton County	8,000	11,130	8,000	
PENAL FINES		208,000	259,940	253,000	21.63
DONATIONS					
674	Donation Income-Friends/Restrict	29,000	38,670	15,000	(48.28)
677	Donation Income-Unrestricted	28,400	19,800	6,400	(77.46)
DONATIONS		57,400	58,470	21,400	(62.72)
DUE FROM FUND BALANCES					
966	Due from Pension Reserve	360,000		240,000	(33.33)
970	Due From Automation Fund			150,000	
DUE FROM FUND BALANCES		360,000		390,000	8.33
Estimated Revenues		16,789,150	16,195,580	17,039,400	1.49
Account Category: Appropriations					
SALARIES AND BENEFITS					
702	Salaries	7,610,000	6,071,660	8,200,000	7.75
714	Unemployment Insurance	3,000		3,000	
715	FICA EMPLOYER SHARE	570,000	454,310	620,000	8.77
716	HEALTH INSURANCE	882,000	624,220	980,000	11.11
717	Life & Disability Insurance	6,000	4,390	6,000	
718	Retirement	995,000	719,300	950,000	(4.52)
719	Prescription Expense	300,000	252,420	322,000	7.33
720	DENTAL INSURANCE	55,000	45,540	61,000	10.91
721	VISION INSURANCE	12,000	9,960	12,000	
722	Workers Comp Insurance	41,700	36,320	50,000	19.90
724	Parking Main Library	54,500	49,870	54,500	
SALARIES AND BENEFITS		10,529,200	8,267,990	11,258,500	6.93
MATERIALS					
727	Books	1,109,000	849,930	1,153,000	3.97
728	Periodicals	43,050	35,800	41,050	(4.65)
729	DVD	222,000	179,220	219,200	(1.26)
730	Library of Things	54,500	41,950	55,000	0.92
731	Audiobooks	688,500	567,660	740,500	7.55
732	Music	34,500	24,900	35,000	1.45

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GL Number	Description	2026 Amended Budget	2026 Activity	2027 Recommended	2027 Recommended % Change
Fund: 101 GENERAL FUND					
Account Category: Appropriations					
MATERIALS					
733	Databases	110,000	105,380	112,000	1.82
734	Subscription Services	75,250	68,070	70,870	(5.82)
735	Processing Supplies	29,750	26,120	32,780	10.18
736	Processing Fees	89,000	61,910	86,000	(3.37)
868	Local History Collection	10,000	10,000	10,000	
MATERIALS		2,465,550	1,970,940	2,555,400	3.64
SUPPLIES					
740	Office Supplies	85,000	67,130	85,000	
741	Postage Expense	6,000	2,130	3,000	(50.00)
776	Janitorial Supplies	19,900	13,870	18,160	(8.74)
862	Gas-Delivery Vehicles	20,000	21,820	25,000	25.00
SUPPLIES		130,900	104,950	131,160	0.20
MAINTENANCE AND UTILITIES					
801	Custodial Services	244,580	193,750	255,510	4.47
802	SECURITY SERVICES	163,090	168,170	208,950	28.12
850	Telephone	22,410	18,310	22,500	0.40
864	Vehicle Maintenance - Delivery	10,000	10,090	15,000	50.00
922	Steam and Gas	116,500	89,350	140,800	20.86
923	Electricity	219,600	171,160	230,600	5.01
924	Water and Sewer	26,400	17,130	26,400	
925	Trash	9,790	8,630	9,810	0.20
930	Building Maintenance	141,580	60,570	146,850	3.72
MAINTENANCE AND UTILITIES		953,950	737,160	1,056,420	10.74
GOVERNANCE					
805	Legal Services	40,000	20,660	40,000	
806	Per Diem	10,000	600	10,000	
807	Memberships - Board	1,250	80	1,250	
808	Conferences - Board	7,000		7,000	
809	Audit	28,000	19,450	28,000	
GOVERNANCE		86,250	40,790	86,250	0.00
STAFF DEVELOPMENT					
810	Staff Training	58,250	41,180	48,500	(16.74)
811	Recruiting Expense	500		500	
812	Hospitality	5,000	60	5,000	
813	Employee Recognition	5,000	1,140	5,000	
STAFF DEVELOPMENT		68,750	42,380	59,000	(14.18)
PROFESSIONAL SERVICES					
820	Membership Fees	27,500	20,010	24,500	(10.91)
822	CONTRACTUAL SERVICES	2,500	2,470		(100.00)
823	Bank Fees & Services	18,000	14,780	19,000	5.56
825	Collection Agency Fees	6,000	4,840	6,000	
826	Payroll & Print Service	50,000	44,200	55,000	10.00
827	Web Chat Service	11,000	8,950	11,000	
828	Melcat Delivery Charges	52,000	52,030	62,000	19.23
829	Tutoring Services	3,000	3,120	3,500	16.67
831	Marketing	174,000	120,260	139,000	(20.11)
832	Programs	116,380	96,270	116,980	0.52
PROFESSIONAL SERVICES		460,380	366,930	436,980	(5.08)
OTHER EXPENSE					
861	Local Travel	20,000	15,520	25,000	25.00
955	Millage Income Refund	60,000	13,350	60,000	
956	Property & Liability Insurance	75,000	64,700	90,000	20.00
957	Miscellaneous Expense	6,000	2,460	6,000	
958	Sales/Use Tax	1,000	360	500	(50.00)
959	SPECIAL ASSESSMENT & PROPERTY TA	17,000	15,410	500	(97.06)
960	Donation Expense Restricted	24,000	31,870	15,000	(37.50)
961	Donation Expense Unrestricted	22,500	6,720	5,000	(77.78)
OTHER EXPENSE		225,500	150,390	202,000	(10.42)
CAPITAL OUTLAY					
873	Building Upgrades	25,000	24,110	25,000	
883	IT Renovation Project			150,000	
917	SECURITY CAMERAS	24,020			(100.00)
967	Outreach Projects	70,500	47,250	71,250	1.06

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GL Number	Description	2026 Amended Budget	2026 Activity	2027 Recommended	2027 Recommended % Change
Fund: 101 GENERAL FUND					
Account Category: Appropriations					
CAPITAL OUTLAY					
980	Staff Furn & Equipment	26,500	13,240	31,000	16.98
982	BUILDINGS	295,240	87,670	68,200	(76.90)
987	GRANT EXPENSES	18,000	17,690		(100.00)
CAPITAL OUTLAY		459,260	189,960	345,450	(24.78)
TECHNOLOGY EXPENSES					
878	Firewall Upgrade Project	5,000	630		(100.00)
882	Staff Laptop Computers			136,000	
895	Internet Access	17,690	11,000	23,470	32.67
896	Internet Access - Hotspots	56,640	43,630	63,720	12.50
898	Computer System Services	74,270	55,000	100,000	34.64
905	Computer Software	94,200	81,870	118,160	25.44
906	Computer Hardware	51,700	18,020	37,000	(28.43)
907	LIBRARY SYSTEMS SOFTWARE	170,650	166,700	174,890	2.48
911	Mobile Training Lab	51,000	420		(100.00)
TECHNOLOGY EXPENSES		521,150	377,270	653,240	25.35
DEBT SERVICES					
929	SBITA/LEASE PRINCIPAL PAYMENTS	255,000		255,000	
DEBT SERVICES		255,000		255,000	0.00
DUE TO FUNDS					
969	DUE TO CAPITAL PROJECTS FUND	800,000			(100.00)
DUE TO FUNDS		800,000			(100.00)
Appropriations		16,955,890	12,248,760	17,039,400	0.49
Fund 101 - GENERAL FUND:					
TOTAL ESTIMATED REVENUES		16,789,150	16,195,580	17,039,400	1.49
TOTAL APPROPRIATIONS		16,955,890	12,248,760	17,039,400	0.49
NET OF REVENUES & APPROPRIATIONS:		(166,740)	3,946,820	0	

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