

**Final Agreement by and between**

**The William P. Faust  
Public Library of Westland**

**And**

**The Westland Library Union  
SEIU Local 517M  
Non-Supervisory Employees**

**March 18, 2019 through June 30, 2022**

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## **AGREEMENT**

This Agreement is entered into between the William P. Faust Public Library of Westland, 6123 Central City Parkway, Westland, Michigan 48185 (hereinafter referred to as the "Employer") and The Westland Library Union SEIU Local 517M (hereinafter referred to as the "Union").

### **ARTICLE I** **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations for the overall interest of the residents of the City of Westland, the Employer, its employees and the Union.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE II** **RECOGNITION**

In accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of all regular full-time and regular part-time Library Employees employed by the Employer who are regularly assigned to work an average of ten (10) hours or more per week for a period in excess of ninety (90) consecutive calendar days, excluding Administrative employees (Director, Assistant Director, Confidential Human Resources Assistant, Confidential Secretary), Security Personnel and Volunteers. Also excluded are Department Head Supervisors who are classified employees represented under a separate bargaining unit. Library Employees who were in the bargaining unit as of the commencement of a leave of absence provided for in this Agreement shall not lose their bargaining unit status during the period of the approved leave.

This provision is limited strictly to recognition of the Union as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or used to expand the scope of the bargaining unit or to expand the scope of work performed by Library Employees represented by the Union under this Agreement.

**ARTICLE III**  
**PROHIBITION OF DISCRIMINATION AND HARASSMENT**

Neither the Employer nor the Union, nor any Library Employee covered by this Agreement shall discriminate against or harass any Library Employee because of such Library Employee's race, color, religion, national origin, age, sex, sexual orientation, height, weight, marital status, membership or non-membership in the Union or participation in Union activities, or disability provided that the disability is unrelated to an employee's ability to perform the essential functions of the job according to the Americans with Disabilities Act (ADA). The Employer and the Union further agree that they shall comply with all applicable state, federal and local laws and administrative regulations pertaining to the disabled and veterans.

**ARTICLE IV**  
**EMPLOYER RIGHTS**

The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and any modifications made thereto. Further, all rights which are ordinarily vested in and are exercised by the Employers except such as are specifically relinquished herein, or are not in violation of the express terms of the Agreement, are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right:

- 1) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- 2) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- 3) To determine the number, location and type of facilities and installation;
- 4) To determine the size of the work force and increase or decrease its size;
- 5) To hire, assign, and lay off employees, to determine the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday;

- 6) To permit supervisory unit employees and/or Administration employees to temporarily perform bargaining unit work when in the opinion of management, this is necessary for the conduct of services;
- 7) To direct the work force, assign work and determine the number of employees assigned to operations;
- 8) To establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification;
- 9) To determine lunch, rest periods and cleanup times, the starting and quitting times;
- 10) To establish work schedules,
- 11) To suspend, demote, discharge for just cause, or take such other disciplinary action that is necessary to maintain the efficient administration of the Library;
- 12) To make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement;
- 13) To transfer, promote and demote employees;
- 14) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- 15) The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union. Notice of intent to subcontract will be subject to a thirty (30) day notice to the Union, except in cases of emergency. The utilization of substitutes shall not be deemed to be subcontracting or contracting out.

The Union recognizes that the Employer retains those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly modified or restricted by a specific provision of this Agreement.

**ARTICLE V**  
**VOLUNTARY UNION MEMBERSHIP**

To the extent permitted by law:

A. Membership in the Union is not compulsory and no Library Employee shall be compelled to join or remain a member of the Union. Each unit Library Employee shall have the right to join, or not to join, the Union as they individually prefer, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual Library Employee.

The Union agrees that its members and representatives will not interfere with the free choice of any Library Employee in an effort to persuade them to join, not join, or to continue or discontinue membership in the Union, and further agrees that it will in no way discriminate in favor of or against any Library Employee because of their status or membership in the Union.

B. During the life of this Agreement, the Employer will honor written dues deduction requests of unit Library Employees who have voluntarily executed and presented an SEIU Dues Deduction Authorization form attached to this Agreement as Appendix B. Each dues deduction authorization will remain in effect (1) for a specified time in accordance with law, (2) until active employment in a covered classification is terminated, or (3) until the Employer receives written notification that the Library Employee has revoked the authorization.

C. The Employer shall deduct membership dues on a biweekly basis for those Library Employees who have successfully completed the probation period and who have voluntarily submitted a properly executed Deduction Authorization form to the Employer at least thirty (30) days before the first deduction is to be made. Any Deduction Authorization form which is incomplete or in error will be returned to the Library Employee by the Employer with a copy provided to the union. The Employer will also notify the Union of any returned Deduction Authorization forms.

D. The bi-weekly dues amount to be deducted for Union local, state and national dues shall be provided by the Union to the Employer's Administration Office on or before July 1<sup>st</sup> of each year.

E. Deductions shall be made only in accordance with the provisions of the Library Employee's Payroll Deduction Authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, the Employer shall have no obligation to make deductions from the pay of any Library Employee who has insufficient net earnings due them to cover the full amount of such deductions.

F. Membership dues shall be direct deposited into the Union's bank account each pay period. The Employer shall provide to the Treasurer of the Union an itemized list of Library Employees from whom deductions have been made, including the amount of the deduction from each Library Employee, within ten (10) working days after the end of each month to the

address furnished in writing to the Employer's Administration Office by the Union. The Union assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Union as set forth above.

G. Authorization forms may be revoked by a Library Employee providing written notice to the Administration of said revocation. Said notice must be hand-delivered or sent to the Employer's Administration Office by certified mail. Library Employees shall cease to be subject to deductions for Union membership dues following the pay period in which the Employer receives notice of revocation. The Union shall be notified by the Employer of the names of the Library Employees who revoke their authorizations or terminate their employment following the end of the pay period in which the revocation or termination occurs.

H. In cases where a deduction is made that duplicates a payment that a Library Employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union's Constitution or Bylaws, or this Agreement, refunds to the Library Employee will be made by the Union.

I. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Library Employee.

J. The Union shall indemnify, defend and hold harmless the Employer and the Employer's agents, employees, officers, director, trustees and successors from and against any and all damages, liabilities, losses, costs, expenses, or claims (including without limitation, reasonable attorney fees) arising out of or related to action taken or not taken by the Employer for the purpose of complying with this Article.

K. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step One in Article VIII.

## **ARTICLE VI** **UNION RIGHTS**

A. The Employer agrees that the Union may use Library conference and meeting rooms for Union meetings and other meetings such as new hire orientations, subject to approval and such rules, regulations and restrictions on use as may be established by the Employer for the public use of such facilities. The use of Library conference rooms shall be without charge unless special custodial or other services are required, in which event the Union shall reimburse the Employer for the cost of such services.

B. The Union shall be entitled to hold meetings of the membership on a scheduled day two times per year as determined by the Union Executive Board and on a date and time that is approved by the Library Director. The union shall be provided with the ability to reserve meeting or conference rooms as needed. If the Library is closed, the Union shall be entitled to hold its meeting during the same times on the next available date.

C. The Employer agrees that the Union may make incidental use of the Employer's equipment, subject to approval and such other rules, regulations and restrictions on use as the Employer may impose from time to time.

D. The Employer agrees to provide bulletin board space for the posting of Union notices of appointments, meetings, elections, recreational and social events.

E. The Employer shall notify the Union within ten (10) workdays of the hiring of new bargaining unit members and shall coordinate with the Union for the purpose of scheduling a thirty (30) minute union orientation session with the newly hired employee(s). Such notice shall include the Library Employee's name and department, classification, hours and rate of pay upon date of hire. Subject to Library Employee authorization, the Employer shall also forward to the Union the Library Employee's home address, personal email and telephone number.

F. Union officers and/or representatives will be allowed to meet with members of the Library administration on matters related to the Union and/or its members without loss of time or pay.

G. The Employer agrees to approve a total paid leave allotment up to thirty (30) hours per month for the purpose of union leave to be shared by all officers and committee members that month. The Union Chairperson shall provide the Employer written notice of the names of executive board members and committee persons who are duly elected or appointed in Union positions.

## **ARTICLE VII** **UNION REPRESENTATION**

The Union shall have the exclusive right to select those who are to represent the Union in various matters with the Employer. The Union shall notify the Employer in writing of who those representatives will be.

## **ARTICLE VIII** **GRIEVANCE AND ARBITRATION PROCEDURE**

A. **General.** A grievance shall be defined as a dispute arising under this Agreement between an aggrieved Library Employee (hereinafter "Grievant") or the Union and the Employer with respect to the interpretation or application of the provisions of this Agreement. All grievances shall be adjusted by and between the parties in the manner herein provided. Nothing in this Agreement shall be construed to prevent any individual from presenting and adjusting a grievance directly with the Employer, without intervention by the Union and subject to the limitations provided by Act 379 of the Michigan Public Acts of 1965. However, the arbitration provisions of this Agreement are expressly and exclusively reserved to the Union and the Employer. No Library Employee or group of Library Employees shall have the right to



appeal or process a grievance beyond Step Three of the grievance procedure.

The time limits specified herein are mandatory unless extended by a written and signed Agreement between the Employer and the Union. If the Grievant or the Union does not file a grievance within the specified time limits, the grievance is forfeited. If the Grievant or the Union fails to process the grievance at any step within the specified time limits, the grievance shall be deemed to have been withdrawn and may not be refiled. If the Employer's representative fails to answer a grievance within the specified time limits, the grievance shall be deemed denied and automatically advanced to the next step of the Grievance Procedure, except to Step Four, Arbitration, as noted below.

The Grievant and, as hereinafter provided, a Union Representative will be released from their jobs without loss of pay or benefits to prepare for and participate in meetings conducted with the Employer's representatives. The release time from the job shall be arranged by mutual agreement between the Employer and the Union.

Any resolution or forfeiture of a grievance shall be final and binding upon the Grievant, the Union and the Employer, and shall not be subject to further review. The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement. However, the parties may, upon written agreement of the Union's authorized representative and the Employer, agree that a grievance resolution may have precedential effect for the future interpretation and application of the terms of the Agreement.

Any grievance based upon the suspension or discharge of a Library Employee shall be filed with the Library Administration (or other designated representative of the Employer) at Step Two within ten (10) workdays following the beginning of the suspension or discharge.

For purposes of this Article, a workday is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

**B. Procedure.** The following procedure shall be utilized in the processing of Library Employee grievances:

1. **Step One.** The grievant(s) shall first discuss the matter with the immediate supervisor within ten (10) workdays of the alleged event. The grievant(s) may be accompanied by a Union representative. If not satisfied after the discussion, the grievant(s) may file a written grievance according to the guidelines established in Step Two of the grievance procedure.
2. **Step Two.** A grievance must be in writing, in the form attached to this Agreement as Appendix C. A grievance shall be signed by the Grievant or their authorized designee. In the case of a grievance on behalf of the Union, the grievance shall be signed by the Union's authorized representative. Grievances shall be submitted to the Supervisor who is most directly involved in the matter that is the subject of the grievance, within ten (10) workdays of the verbal discussion as outlined in Step One, or the date the Grievant or the Union knew or reasonably should have known of the alleged event, act, or

occurrence giving rise to the grievance. If the Union is unaware of a contract violation and obtains knowledge on a later date not to exceed thirty (30) workdays from alleged event, the Union retains the right to file a grievance using the timelines established in Step Two of the grievance procedure. Copies of the grievance shall be concurrently served upon the Employer's Administration Office and the Union.

Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Grievant and, if requested, the designated representative of the Union and/or the Union's Chair in an effort to resolve the grievance. The Employer's Library Director (or other designated representatives of the Employer), may also attend such meeting if desired by the Employer. The Supervisor shall provide the Grievant and the Union Representative with a written answer to the Grievance within ten (10) workdays of the Step Two meeting.

3. Step Three. If the Grievant or the Union is not satisfied with the decision of the Supervisor at Step Two, the Grievant or Union may appeal the grievance to Step Three by filing a written notice of appeal with the Employer's Library Director (or other designated representative of the Employer) no later than ten (10) workdays following the date the Union Representative received, or should have received, the Supervisor's answer at Step Two.

Within ten (10) workdays of receipt of the grievance at Step Three, by either appeal or automatic advancement, the Library Director (or other designated representative of the Employer) shall meet with the Grievant and, if requested by the Grievant, the designated representative of the Union and/or the Union's Chair in an effort to resolve the grievance. The Employee's Supervisor, Library Director (or other designated representatives of the Employer) may also attend such meeting if desired by the Employer. The Library Director (or other designated representative of the Employer) shall provide the Grievant and the Union Representative with a written answer to the grievance within ten (10) workdays of the Step Three meeting.

4. Step Four - Arbitration. If the Union is not satisfied with the decision of the Library Director (or other designated representative of the Employer) at Step Three, or if no answer has been provided to the Grievant and the Union at Step Three within the time permitted for doing so, the Union may appeal the grievance to Step Four, Arbitration, by filing a written Demand for Arbitration with the Employer's Library Director (or other designated representative of the Employer) no later than twenty (20) workdays following the date the Union Representative received, or should have received an answer from the Library Director (or other designated representative of the Employer) at Step Three.

The Union's Chair and the Employer's Library Director shall attempt to agree on the selection of an Arbitrator. If agreement cannot be reached within ten (10) workdays of the Union's submission of the Demand for Arbitration to the Employer's Library Director (or other designated representative of the Employer), the Union shall have up

to forty (40) workdays following the date the Union Representative received, or should have received, the answer at Step Three, as above provided, to file a Demand for Arbitration with the American Arbitration Association (AAA).

The selection of the arbitrator through AAA, and the arbitration hearing, shall be governed by the Voluntary Labor Arbitration Rules of the AAA in effect at the time the Union's Demand for Arbitration is filed. If the Arbitrator has been selected directly by the parties as above provided, the Arbitrator shall mail his or her decision directly to the parties within thirty (30) workdays of the close of the arbitration hearing, or such later date as approved by the parties.

The Union shall notify the Employer and seek agreement for the attendance of witnesses for such proceedings without loss of pay or benefits for the witness. Should agreement not occur, or upon request of either party, the Arbitrator shall have the power to issue a subpoena to compel the attendance of witnesses at the arbitration hearing. Such subpoenaed witness shall be released by the Employer without loss of pay or benefits. All witnesses whom the Employer has consented to release for their attendance at the hearing, or who are subpoenaed to appear at said hearing, shall only be released from their regular duties for such a period as is necessary for the witness to report to the hearing, testify, and return to his or her assigned responsibilities.

The parties agree that they will attempt to exchange witness lists and documents to be presented in their case no less than five (5) workdays before the initial hearing date. Evidence and witnesses not disclosed by that time limit may be used, but the party just learning of the evidence at the hearing may move to postpone or recess the hearing based on the new evidence or witnesses.

Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the Arbitrator and the cost of any room or other facility needed for the arbitration shall be borne equally by the Union and the Employer. If the hearing is held at the Employer's or the Union's facilities, there shall be no charge. All other expenses, including, but not limited to, the cost of compensating its own representatives and witnesses, shall be borne by the party incurring them. All hearings shall be held at a mutually agreeable site.

The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall they substitute their discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union.

The Arbitrator's decision, when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union and the Library Employee or Library Employees involved.

**ARTICLE IX**  
**STRIKES AND LOCKOUTS**

A. During the life of this Agreement, the Union, its officers and Library Employees, shall not cause, authorize, condone, or take part in, any illegal strike (including a sympathy strike), work stoppage, interruption, sick out, sit down, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

B. In the event an individual Library Employee or group of Library Employees engages in any of the prohibited activities set forth in Article 9, Paragraph A above, the Employer shall have the right, at its discretion, to discipline or discharge such Library Employee or group of Library Employees. However, it is understood and agreed that if there is a dispute as to whether a Library Employee has engaged in the prohibited activities set forth in Article 9, Paragraph A above, the Library Employee or Library Employees may process a grievance, starting at Step Three of the Grievance Procedure, provided a written grievance is filed with the Employer within ten (10) workdays after such discipline or discharge. Such grievances shall be limited to the issue of whether the Library Employee(s) engaged in the prohibited activity set forth in Article 9, Paragraph A above.

C. The Employer agrees that it will not lockout any Library Employee during the term of this Agreement. However, if any Library Employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Library Employees of the Employer, such inability to work shall not be declared a lockout.

**ARTICLE X**  
**PROBATIONARY PERIOD**

A. All Library Employees covered by this Agreement, shall be on probation for the first ninety (90) consecutive calendar days, computed from their date of hire. Leave time taken during the probationary period shall extend the probationary period equal to the number of leave days taken.

B. Seniority shall not accrue to Library Employees during their probationary period. However, upon successful completion of the probationary period, a Library Employee shall be entered on the seniority list retroactive to their date of hire. This seniority date shall be subject to other provisions in this Agreement.

C. Probationary Library Employees newly hired to the Library may be dismissed during their probationary period at the Employer's sole and exclusive discretion. The Employer's action with respect to such probationary Library Employees during that period shall not be subject to the grievance procedure.

D. Unless otherwise provided above in Article X, Paragraph C, the Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except for layoff, discipline or discharge.

**ARTICLE XI**  
**SENIORITY**

A. Library Employees who have successfully completed their ninety (90) consecutive calendar day probationary period as described in Article X shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular Library Employee from their date of last hire, less any time the Library Employee may be on layoff, or on personal leave of absence for a period in excess of thirty (30) days. "Date of last hire" shall mean the date on which the Library Employee actually begins work, irrespective of when such Library Employee was advised that they had been hired. Except as hereinafter provided, seniority from other bargaining units or other employment with this Employer or any other Employer is not transferable to this bargaining unit under any circumstances.

B. If two (2) or more Library Employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective Social Security numbers, the Library Employee with the lowest number being given the highest rank.

Library Employees who accept a position outside of the bargaining unit to work for the Employer in another position, and return to a vacant position in this bargaining unit within one (1) year, shall have their seniority restored to them as it was at the time they left this bargaining unit. Upon returning to the bargaining unit, the library employee shall have an adjusted seniority date as determined by the time period that they were not employed in the bargaining unit.

This provision does not give the Library Employee bumping rights or the right to a vacancy in the bargaining unit, except as otherwise provided in this Agreement.

C. Loss of Seniority. At the discretion of the Employer and subject to the grievance procedure set forth in Article VIII, a Library Employee shall lose his or her seniority for the following reasons:

- 1) The Library Employee voluntarily terminates his or her employment.
- 2) The Library Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
- 3) The Library Employee retires or receives retirement benefits from any plan or program recognized under this Agreement.

- 4) The Library Employee is absent from their job for three (3) consecutive scheduled workdays without notifying the Employer, unless the Library Employee is unable to give such notice for reasons beyond his or her control.
- 5) The Library Employee fails to respond and/or report for work as required by the provisions of Article XII, Layoff, Bumping and Recall.
- 6) The Library Employee fails to return to work upon the expiration of a leave of absence or an extended leave of absence.
- 7) The Library Employee is not recalled to work during the period when such recall is required in Article XII, Layoff, Bumping and Recall.

D. The seniority list published in accordance with the provisions of this Article shall be binding on all Library Employees in the bargaining unit. The seniority list will be made available to the Union upon its reasonable request.

## **ARTICLE XII**

### **LAYOFF, BUMPING AND RECALL**

A. In the event the Employer determines it is necessary to reduce the number of Library Employees, or to discontinue a position to which a Library Employee is assigned, the following procedures shall be used:

- 1) The affected Library Employee shall first be transferred to any vacant position for which they are qualified. For the purposes of determining the bumping order, the job classifications will be ranked as designated in Appendix D.
- 2) An employee within the same classification or level may voluntarily accept a layoff in lieu of another bargaining unit member who received a layoff notice provided the bargaining unit member who received a layoff notice is qualified for the volunteer's position. In the event there is more than one employee volunteering, the most senior bargaining unit member in the same classification shall be selected for the layoff.
- 3) If there is no such vacant position and the Library Employee is on probation, the Library Employee shall be terminated or, at the Employer's discretion, placed in a position held by another probationary Library Employee.
- 4) If the Library Employee has seniority, such Library Employee shall displace a probationary Library Employee provided that the Library Employee is qualified for the position.
- 5) If there is no probationary Library Employee holding a position to which the Library Employee may transfer as above provided, the Library Employee

shall displace the least senior Library Employee in their same classification level within the bargaining unit provided that the Library Employee has greater seniority and is qualified for the position.

- 6) If there is no position that the Library Employee is qualified for in the same classification level, the Library Employee shall displace the least senior Library Employee in any lower classification level within the bargaining unit at the base pay rate of the lower classification provided that the Library Employee has greater seniority and is qualified for the position.
- 7) If the affected Library Employee cannot be placed in another position utilizing the procedure as above provided, the Library Employee shall be laid off.

B. If the affected Library Employee holds a part-time position and wishes to maintain part-time hours and the first option of bumping is a full-time position, they may bump into a part-time position provided (1) that position is held by a Library Employee who would be affected through the layoff and bumping process, and (2) the Library Employee has less seniority than the affected Library Employee, and (3) the affected library employee is qualified for the position. The same process may also be used to ensure a full-time Library Employee maintains their hours if such Library Employee's first option for bumping is a part-time position.

C. If no vacant position exists and the affected Library Employee opts to accept layoff rather than bump into a lateral position for which they are qualified or to a position occupied by a less senior Library Employee, they may do so without any loss to their rights to unemployment compensation.

D. Library Employees shall be provided a minimum of thirty (30) calendar days' advance notice of layoff except in the following circumstances. If due to an emergency a library building is anticipated to be closed for more than fourteen (14) calendar days, the Library Employees shall be notified immediately and layoffs, if necessary, will commence on the fifteenth (15th) day.

E. When the workforce is increased after a layoff, Library Employees who have been laid off will be recalled in order of seniority, most senior first.

F. Library Employees shall be subject to recall for a period of three (3) years from the date of layoff, or a period equal to the Library Employee's length of seniority, whichever is less. The Employer shall in no event be obligated to recall a Library Employee more than three (3) years following the date of layoff. A Library Employee who is on layoff status may voluntarily relinquish their right to recall.

G. Each Library Employee being recalled shall be notified by registered or certified mail (or other provable means of delivery) at their last known address. A copy of the recall letter shall also be sent to any personal email address on file for the Employee. Each Library Employee being recalled shall have ten (10) calendar days from the date of initial attempted delivery to notify the Employer of their intent to return. If the Library Employee fails to notify

the Employer of their intent to return within ten (10) calendar days as provided above, and/or fails to report for work as directed in the notice of recall, the Library Employee shall automatically forfeit all employment rights, and shall be considered a voluntary quit. The Employer shall notify the Union of all recalls.

H. Upon return to service with the Employer, those Library Employees who were laid off and are recalled shall be placed at the same classification, rate of pay and seniority date they were on at the time of layoff.

### **ARTICLE XIII** **DISCIPLINE**

A. The Union acknowledges the right of the Employer to discipline Library Employees, up to and including discharge. However, the parties agree that no Library Employee who has completed probation shall be disciplined without just cause.

B. The parties endorse the use of corrective discipline in appropriate cases. Additionally, if a Supervisor observes or notes conduct or performance that could lead to discipline if it continued, the Supervisor may meet with the Library Employee, and tell them of the concern and what may happen if the conduct or performance continues. If the Supervisor elects to meet with the Library Employee, they should initiate such a meeting as soon as possible after the alleged conduct or performance occurs. If a Library Employee receives an oral warning and wishes to have further conversation about the matter with a Union Representative present, the Library Employee may make such a request and a meeting will be scheduled.

C. Any discipline, other than oral warnings, shall be given in writing to both the Library Employee and the designated Union Representative. Progressive disciplinary standards shall be followed. If the Employer elects to reduce an oral warning to writing and give it to the Library Employee, a copy of such document shall also be given to the designated Union Representative.

D. No disciplinary action shall be issued to a Library Employee without a complete and fair investigation. The Employer shall initiate an investigation within fifteen (15) calendar days of having knowledge regarding an employee's performance or conduct. Such investigation shall be completed within thirty (30) calendar days of the initiation of the investigation. The thirty (30) day limit may be extended by mutual agreement between the Employer and the Union. The Union shall be notified and be provided with, the date and time of all investigatory meetings, all investigatory materials, exhibit, and documents pertaining to the investigation. Library Employees who are called in for a meeting with a supervisor shall be provided with Union representation.

E. Union Stewards shall be notified when an employee has been requested by the Employer to be present for an investigatory interview or disciplinary conference. Union Stewards shall not lose pay when called upon to represent a bargaining unit employee during the work day. The Union and the Employer agree that interviews shall remain confidential except as otherwise necessary to process a grievance or investigate a complaint.



**ARTICLE XIV**  
**RELIEF AND MEAL PERIODS**

Library Employees who work six (6) or more hours in a day shall be provided two (2) fifteen (15) minute paid relief periods. Library Employees who work between four (4) and six (6) hours in a day shall be provided one (1) fifteen (15) minute paid relief period. Relief periods shall be scheduled by the Employer approximately two (2) hours after the commencement of the first half of a six (6) hour shift and approximately two (2) hours after the commencement of the second half of such shift.

For shifts in excess of 6 hours, an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour shall be scheduled by the Employer.

Relief periods and meal periods may be interrupted as necessary for the safe, efficient and proper administration of the Employer's business. If a Library Employee's paid relief period is so interrupted, any time lost will be rescheduled by the Employer during the same shift.

**ARTICLE XV**  
**HOLIDAYS**

A. The Library shall close in observance of the holidays listed below. Regular Library Employees who are not on layoff or leave of absence as of the commencement of the workweek in which a holiday falls, shall receive a day off with pay (unpaid listed below) for each of the following holidays:

PAID	UNPAID
New Year's Day Martin Luther King Jr. Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day	Easter Sunday Memorial Day Saturday & Sunday Labor Day Saturday & Sunday Day After Christmas

B. The Library may be required to serve as an election precinct during the course of the year. In such an event, the library will remain closed for regular business, but employees may be required to report for professional development or other duties as determined by the

Employer. If employees are not scheduled during an Election Day closing, the day will be treated as an unpaid holiday.

C. The Library will close at 5:00 p.m. if normally scheduled to close at 9:00 p.m. on the evening before the following holidays: Independence Day, Thanksgiving Day. All employees will have their schedule adjusted during the holiday week so their scheduled hours and holiday hours do not exceed regular weekly scheduled hours.

D. Those employees who average forty (40) hours per week will be paid eight (8) hours of work at their existing pay rate for each of the above holidays. This pay will be reflected in the employee's next regular paycheck.

E. Those employees who average fewer than forty hours-per week, but twenty (20) hours or more per week shall earn holiday pay on a prorated basis in the same manner as provided above and as listed in the chart below.

**Leave Equivalents for Holidays**

<b>Weekly Hours Worked</b>	<b>Holiday Hours Paid</b>
40	8.0
36	7.0
32	6.5
28	5.5
25	5.0
20	4.0

**ARTICLE XVI**  
**TIME AWAY FROM WORK**

Regular attendance and punctuality are part of the employee's job responsibility. The employee is expected to be present and on time for every scheduled shift. All absences requested less than fourteen (14) days in advance will be excused or un-excused.

Excused absences are defined to include:

1. All absences that are pre-approved by the Employee's Supervisor and the Library Director.
2. An unexpected emergency or illness when the employee calls their Supervisor or Supervisor in Charge (or the staff call-in line before the

Library opens) as soon as practicable but at least forty-five (45) minutes prior to the start of the employee's starting time.

3. An unexpected emergency or illness when the employee notifies their Supervisor or Supervisor in Charge that they need to leave work early.

All other absences shall be deemed to be un-excused. Employees who fail to notify their Supervisor/Supervisor in Charge when absent may be disciplined and/or terminated.

Those employees who are absent due to illness for more than five (5) days consecutively shall be required to present a medical excuse signed by a physician. Failure to present the above will result in disciplinary action up to and including termination. In addition, and if necessary, the Employer retains the right to require the employee to submit to a physical exam at the Employer's expense.

All excused and un-excused absences will be recorded and presented to the Library Director. The Employer shall apply earned Personal Leave credits to all absences, whether excused or un-excused (with the exception of funeral leave days). Those employees having an excused or un-excused absence after all of the Personal Leave allocation has been used, shall not be paid for said leave.

**A. Personal Leave**

Personal Leave is earned on a monthly basis. It is awarded annually for the Library fiscal year (July 1 - June 30). If hired or terminated during the year, Personal Leave will be prorated based on the hire or termination date.

**Personal Leave Allocations**

<b>Weekly Hours Worked</b>	<b>Paid Personal Leave</b>
40	80
36	72
32	64
28	56
25	50
20	40

- Personal Leave will be awarded in hours.
- Personal Leave pay will be computed based upon the straight-time hourly rate in effect at the time.

- Personal Leave must be taken in at least 0.25 (15 minute) increments.

Any employee eligible to earn Personal Leave and who resigns, or is discharged shall be granted any Personal Leave pay due to them on a prorated basis on their final paycheck. If they have exceeded the prorated amount, said employee will have it deducted from their final paycheck or be given an invoice if sufficient funds do not exist in the final paycheck for the amount of time used but not earned in order to reimburse the Library.

#### **Unused Personal Leave**

Any unused Personal Leave hours at the end of the fiscal year (June 30) will be rolled over and added to the Employee's Vacation Leave for the next year beginning July 1 of the next fiscal year.

#### **B. Bereavement Leave**

Absence due to a death in an Employee's immediate family will be excused and paid up to a maximum of three (3) scheduled working days. "Immediate family" is defined as mother, father, sister, brother, in-laws, aunt, uncle, or grandparent, whether related by marriage or blood, as well as spouse or domestic partner, child, stepchild, and grandchild.

The Employee will be required to provide verification of the absence in the form of an obituary, Death Certificate or funeral card, prior to being paid for bereavement leave.

The above provisions shall not apply if death in the immediate family occurs while the employee is on a leave of absence or layoff.

#### **C. Family and Medical Leave (FMLA)**

The Employer will comply with the Family and Medical Leave Act of 1993.

#### **D. Jury and Witness Duty.**

Employees called to serve for jury or witness duty shall be paid at their normal rate for all scheduled work missed due to jury service required by the Court. In addition, the employee shall be allowed to keep all monies paid by the Court for jury service, mileage, and other Court Stipends. The Employee shall be required to notify the supervisor immediately upon receipt of the notice to serve. In order to receive jury pay, the Employee shall be required to present an attendance slip from the Court verifying actual dates of service.

#### **E. Unpaid Leaves - Medical, Maternity, Military**

It is the policy of the Employer to provide unpaid medical, pregnancy and military leaves in accordance with applicable Federal and State law. Any employee requesting such a leave shall

submit a request at least 30 days, if possible, prior to the first day of requested leave. Said request shall state the reason for the leave and the expected date of return. Two weeks prior to the return date being initially reported, the Employee is required to contact the Library Director concerning the exact date of return. If medical leave is requested, prior to returning to work, the Employee shall be required to provide the Library Director with a letter from their physician certifying that said Employee is physically and/or mentally able to resume their normal work duties. Employee acknowledges that the Employer will rely on the report/letter prepared by the examining physician in determining the Employee's physical or mental ability to resume their normal work duties. The Employee releases and agrees to hold the Employer harmless from any and all liability of any kind or nature whatsoever, which might arise out of or result from any statement or omission made or contained in said medical report/letter. The Employer is not required to undertake any independent investigation of the truthfulness or accuracy of statements contained in said medical letter/report supplied by the Employee.

The Employee's return to their former position is subject to and contingent upon availability of current openings for which the employee is qualified and/or as required by law.

**F. Other Unpaid Leaves of Absence**

Leaves of absence without pay may be granted at the discretion of the Library Director. An Employee may request a Leave of Absence without pay after all personal & vacation leave has been exhausted. Requests for such leave shall be submitted to the Library Director 30 days prior to the first (1st) day of the requested leave, if possible. Said request shall state the reason for the requested leave and the length of the leave requested, including the date of return if leave is granted.

- 1) No Vacation or Personal Leave shall accrue while the Employee is on an unpaid leave of absence, nor will the employee be eligible for holiday pay.
- 2) Any Employee failing to report to work on the first (1st) working day following the expiration of the leave of absence will be considered to have voluntarily resigned and the termination date will be the last day worked.
- 3) An Employee may continue participation in the Library's benefit programs by paying the cost of those group programs for up to six (6) months and/or within the period allowed by law.
- 4) The Employee's return to their former position is subject to and contingent upon availability of current openings for which the Employee is qualified and/or as required by law.

**G. Vacation**

Vacation Leave is earned on a monthly basis but is awarded annually for the Library fiscal year (July 1 - June 30). If hired or terminated during the year, vacation leave will be prorated based on the hire or termination-date.

- Vacation Leave will be awarded in hours.
- Vacation pay will be computed based on the straight-time hourly rate in effect at the time.
- Vacation Leave pay is accrued.
- Vacation leave must be taken in at least 0.25 hour (15 minute) increments.

When a holiday falls on any day of the week during which the employee is on Vacation Leave, that employee shall receive his/her holiday pay as provided herein.

Earned Vacation Leave hours must be utilized by June 30<sup>th</sup> of each year. No carryover of unused Vacation Leave will be permitted.

Any Employee eligible to earn Vacation Leave and who resigns, or is discharged shall be granted any Vacation Leave pay due to them on a prorated basis on their final paycheck. If they have exceeded the prorated amount, said employee will have it deducted from their final paycheck or be given an invoice if sufficient funds do not exist in the final paycheck for the amount of time used but not earned in order to reimburse the Library.

<b>FULL-TIME (40 hours per week) VACATION HOURS ALLOCATION</b>		
<b>Start - 4 years</b>	<b>5-9 years</b>	<b>10 years +</b>
80 hrs.	120 hrs.	160 hrs.

<b>PART-TIME VACATION HOURS ALLOCATION</b>			
<b>Weekly Hours</b>	<b>Start - 4 years (hours)</b>	<b>5-9 years (hours)</b>	<b>10 years + (hours)</b>
36	72	108	144
32	64	96	128
28	56	84	112
25	50	75	100
20	40	60	80

**ARTICLE XVII**  
**PERSONNEL RECORD**

A. Upon at least a 2 working day notice and in the presence of a representative of the Employer, a Library Employee may review the official personnel record that is maintained by the Employer pertaining to their employment. An Employee may review their personnel file twice every twelve-month period. The Library Employee may be accompanied by a representative of the Union if they so choose. In accordance with the provisions herein provided, a Library Employee may also authorize a representative of the Union to examine their personnel records pursuant to the discharge of its duties as exclusive bargaining representatives. Such authorization shall be submitted in writing to the Employer.

B. A Library Employee shall be provided a copy of any letter of complaint or praise, letter of discipline, performance evaluation, or any other document critical of their performance, prior to the placement of any such document in their official personnel record.

C. Concerning any request for information from an employee's file, the Employer will comply with the Bullard-Plawewski Employee Right to Know Act (ERKA).

D. Library Employees shall have the right to have placed in the personnel record pertaining to that Library Employee, materials which attest to a change in education or experience.

E. Upon at least a 2 working day notice, at the Library Employee's request, the Employer shall reproduce any material in the Library Employee's official personnel record (except confidential pre-employment recommendations), provided a reasonable duplication fee is paid by the Library Employee.

**ARTICLE XVIII**  
**STAFF COVERAGE DURING BUILDING CLOSURES**

Library Employees who have been excused by the Employer from work due to inclement weather or lack of utilities or other building closures shall not have any deductions from their pay, personal or vacation leave balances. If Staff is required to work during a building closure, those who work will be provided their regular pay and comp time equal to the number of hours they worked on that day. Staff will be called on the basis of the Employer's needs and seniority.

**ARTICLE XIX**  
**SAFETY, HEALTH AND WELFARE**

The Employer shall make reasonable provisions for the health, safety and welfare of its Library Employees. The Employer shall consider Employees concerns about these matters. If the Employee believes the Employer has not made reasonable provisions or taken timely action

to remedy situations which are not in compliance with this provision, the Library Employee may file a grievance on the matter.

If a Library Employee believes that they are exposed to a condition that presents an immediate threat of severe physical injury, the Employee may take those actions that are reasonably necessary to remove themselves from the threatening condition and shall immediately thereafter notify their Supervisor (or if unavailable, the Supervisor in Charge) for appropriate direction. If the situation is not resolved in a timely manner, the matter may be referred to the grievance procedure.

## **Article XX** **EMPLOYEE BENEFITS**

The Employer will provide active full time employees working 40 hours per week the option to select from health care plans that the City of Westland may offer to its employees during its annual open enrollment process. All active full time employees working 40 hours per week will be required to share in the costs of their health care through the Employer in accordance with P.A. 152 as that Act is implemented by the Employer. In the event P.A. 152 is repealed, the cost sharing in place at the time the Act is repealed shall remain in effect if permitted by law.

The Employer will comply with the provisions of the Affordable Care Act for those employees who work on average at least 30 hours per week or 130 hours per month. These employees will be required to share in the costs of their healthcare at a rate to be determined by the City of Westland during its annual open enrollment process.

The Employer may add other health plans if doing so provides substantially similar coverage and a premium range from which the employee may select. The Employer will also make contributions to the employee's 401 (a) retirement plan in accordance with the plan document and offer reimbursement for optical expenses and dental/life insurance coverage for active full time employees working 40 hours per week. The Employer will notify the Union of any potential changes to coverage levels.

## **ARTICLE XXI** **SCOPE OF AGREEMENT**

**Entire Agreement.** This Agreement represents the entire agreement between the Employer, the Union, and the Employer's Library Employees which the Union represents. This Agreement supersedes and cancels any and all previous agreements between bargaining unit members and the Employer. Any agreement which supplements this Agreement shall not be



binding or effective for any purpose whatsoever unless reduced to writing and signed by representatives of the Employer and the Union.

- 1) **Agreement Binding.** Any agreement reached between the Employer and the Union is binding on the Employer, the Union and all Library Employees in the bargaining unit who are affected by such agreement.
- 2) **Severability.** If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

**ARTICLE XXII**  
**TERM OF AGREEMENT**

This Agreement shall be effective from March 18, 2019 and shall remain in full force and effect through midnight of June 30, 2022.

The Employer agrees to comply with the Union's request to process any wage and position classification changes with effect from the pay period beginning March 18, 2019. These changes will be reflected in the Employees' pay on April 5, 2019. The current wage schedule is attached as Appendix A.

The Employer and the Union agree that all other benefit changes will go into effect on July 1, 2019.

**FINAL AGREEMENT**

Following the ratification of the Tentative Agreement dated March 4, 2019 by the Westland Library Union SEIU Local 517M Non-Supervisory Employees

and

its approval by the Board of Trustees of the William P. Faust Public Library of Westland at its meeting on March 13, 2019

IN WITNESS WHEREOF, the parties hereto have set their hands:

**THE WILLIAM P. FAUST PUBLIC LIBRARY OF WESTLAND**

By:  Date: 3/13/19  
James W. Higgins, President, Westland Library Board

 Date: 3/13/2019  
Ishwar Laxminarayan, Library Director

**THE WESTLAND LIBRARY UNION SEIU LOCAL 517M NON-SUPERVISORY EMPLOYEES**

By:  Date: 3/13/19  
Katie Dover-Taylor, Chair

 Date: 3/13/19  
Dominic Barbato, Labor Representative

**APPENDIX A**  
**WAGES – BASE RATES PER CLASSIFICATION**

<b>CLASSIFICATIONS</b>	<b>New Hires Year 1</b>	<b>New Hires Year 2</b>	<b>Base Rate Upon Ratification Thru 6/30/2020</b>	<b>7/1/2020 - 6/30/2021 1%</b>	<b>7/1/2021- 6/30/2022 1%</b>
<b>Librarian I</b>	\$20.00	\$20.50	\$21.40	\$21.61	\$21.83
<b>Librarian II</b>	\$21.50	\$21.75	\$22.50	\$22.73	\$22.95
<b>Library Associate I</b>	\$15.50	\$15.75	\$16.00	\$16.16	\$16.32
<b>Library Associate II</b>	\$18.90	\$19.10	\$19.30	\$19.49	\$19.69
<b>Library Assistant I - Circulation</b>	\$11.00	\$11.50	\$12.35	\$12.47	\$12.60
<b>Library Assistant II - Circulation</b>	\$13.50	\$13.90	\$14.40	\$14.54	\$14.69
<b>Library Aide I*</b>	\$9.45	\$9.65	\$10.00	\$10.10	\$10.20
<b>Library Aide II</b>	\$10.30	\$10.40	\$10.50	\$10.61	\$10.71
<b>Systems Technician</b>	\$18.00	\$18.30	\$18.60	\$18.79	\$18.97
<b>Maintenance Assistant I</b>	\$17.50	\$18.00	\$18.40	\$18.58	\$18.77
<b>Maintenance Assistant II</b>	\$21.75	\$22.50	\$23.40	\$23.63	\$23.87
<b>Technology Aide</b>	\$11.00	\$11.25	\$11.50	\$11.62	\$11.73
<b>Cataloger</b>	\$17.25	\$17.50	\$17.80	\$17.98	\$18.16
<b>Library Assistant II - Technical Services</b>	\$13.50	\$13.90	\$14.40	\$14.54	\$14.69

**Salary Progression**

**New Hires:**


Year 1 rate during the first 12 months.

Year 2 rate during months 13 to 24.

Base Rate after 24 months in the position.

\*Salary of Library Aide in Years 1 and 2 will be tied to Michigan minimum wage rate in effect at the time.

# APPENDIX B DUES FORM



**SCHOOL AND LOCAL GOVERNMENT APPLICATION FOR MEMBERSHIP**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M**

I hereby request and accept membership in SEIU Local 517M and authorize said union to represent me and, on my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given to any person or organization to represent me. I agree to be bound by the Constitution and Bylaws, and the rules and regulations of the International and Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Birthdate: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Personal E-Mail: \_\_\_\_\_

Cell Phone: \_\_\_\_\_  Sign me up for Union updates via text message (SEIU 517M won't charge you for text messages, but carrier message/data rates may apply)

Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Worksite: \_\_\_\_\_ Please Circle: Part Time/FULL Time

Hours Worked per Week \_\_\_\_\_ Last 4 Digits of SSN# \_\_\_\_\_

Occupation: \_\_\_\_\_ Signature: \_\_\_\_\_

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**SEIU Committee On Political Education (COPE) (voluntary)**

I authorize SEIU 517M to deduct my donation to SEIU COPE on the  15th or  30th day of each month of:

\$10 per month or  \$ 15 per month or  \$20 per month (COPE Legal Compliance Statement on other side)

<input type="checkbox"/> <b>Option A: Automatic deduction from bank account</b> Name on Account _____ Account Type <input type="checkbox"/> Savings <input type="checkbox"/> Checking (attach voided check) Routing Number (9 Digits) _____ Account Number _____	<input type="checkbox"/> <b>Option B: Automatic deduction from credit/debit card</b> Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> Amex Name on Card _____ Card Number _____ Expiration Date ____ / ____ Security Code _____
--	--

*My signature states that I have read and agree with the terms above and the privacy and COPE statements on the back of this page.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**DUES CHECK-OFF AUTHORIZATION CARD (DETACH THIS SECTION AND GIVE TO EMPLOYER)**

Employer: \_\_\_\_\_ Worksite: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

I hereby authorize and direct my employer to deduct from my wages, and pay over to the Union on notice from the Union, such amounts including membership dues, initiation fees and special assessments, as may be established by the Union and become due to it from me during the effective period of this authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SE 48 10/18

# APPENDIX C



## SEIU Grievance Form

Date: \_\_\_\_\_

Grievance Number: \_\_\_\_\_

Step: \_\_\_\_\_

### Summary of Situation:

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### Contract Articles Violated:

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\_\_\_\_\_ and all other relevant contract articles.

### Remedy Sought:

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Signature or Union Rep: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

## **APPENDIX D**

### **Classification Ranking for the Purposes of Bumping**

1. Maintenance Assistant II
2. Librarian II
3. Librarian I
4. Library Associate II
5. Systems Technician
6. Maintenance Assistant I
7. Cataloger
8. Library Associate I
9. Library Assistant II – Technical Services
10. Library Assistant II – Circulation
11. Library Assistant I – Circulation
12. Technology Aide
13. Library Aide II
14. Library Aide I