

Final Agreement by and between

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

And

**The Westland Library
Supervisors Union
SEIU Local 517M**

April 15, 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 Supervisors Union, SEIU Local 517M (hereinafter referred to as the "Union")

ARTICLE I **PURPOSE & 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 part time and full-time salaried Library Supervisors employed by the Employer, excluding Library Director, Assistant Director, Confidential Administrative Assistant, Confidential Secretary, Security Personnel and Volunteers. Also excluded are classified non-supervisory employees (represented under a separate bargaining unit) who do not meet the criteria for inclusion in the bargaining unit as defined above. Library Supervisors 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 Supervisors represented by the Union under this Agreement.

ARTICLE III

PROHIBITION OF DISCRIMINATION AND HARASSMENT

Neither the Employer nor the Union, nor any Library Supervisor 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 the 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 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 Supervisors, 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 non-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 Supervisors 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 Supervisors;
- 14) To select Supervisors for promotion or transfer to other positions and to determine the qualifications and competency of Supervisors 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 Supervisor shall be compelled to join or remain a member of the Union. Each unit Library Supervisor 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 Supervisor.

The Union agrees that its members and representatives will not interfere with the free choice of any Library Supervisor 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 Supervisor 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 Supervisors 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 Supervisor has revoked the authorization.

C. The Employer shall deduct membership dues on a biweekly basis for those Library Supervisors 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 Supervisor 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 1st of each year.

E. Deductions shall be made only in accordance with the provisions of the Library Supervisor'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 Supervisor 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 Supervisors from whom deductions have been made, including the amount of the deduction from each Library Supervisor, 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 Supervisor 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 Supervisors shall cease to be subject to deductions for Union membership dues following the pay period in which the Employer receives notification of revocation. The Union shall be notified by the Employer of the names of the Library Supervisors 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 Supervisor 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 Supervisor 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 Supervisor.

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 in each facility for the posting of Union notices of appointments, meetings, elections, recreational and social events.

E. The Employer shall notify the Union within ten (10) working days 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 Supervisor(s). Such notice shall include the Library Supervisor's name and department, classification, hours and rate of pay upon date of hire. Subject to Library Supervisor authorization, the Employer shall also forward to the Union the Library Supervisor'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 of up to twenty (20) hours per month for the purpose of union leave to be shared by all officers and committee members to be used 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 Supervisor (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 Supervisor or group of Library Supervisors 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 Three, 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 Director 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 Director, 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 Supervisor 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 Supervisor grievances:

1. Step One. The grievant(s) shall first discuss the matter with the Library Director (or designee) within ten (10) work days 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 Library Director (or designee) 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) work days from the 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 Library Director (or designee) 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 Library Director (or designee) 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 - Arbitration. If the Union is not satisfied with the decision of the Library Director (or other designated representative of the Employer) at Step Two, or if no answer has been provided to the Grievant and the Union at Step Two within the time permitted for doing so, the Union may appeal the grievance to Step Three, 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 Two.

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 Two, 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 their decision directly to the parties within thirty (30) days 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 their 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 Supervisor or Library Supervisors involved.

ARTICLE IX **STRIKES AND LOCKOUTS**

- A. During the life of this Agreement, the Union, its officers and Library Supervisors, 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 Supervisor or group of Library Supervisors engages in any of the prohibited activities set forth in Article IX, Paragraph A above, the Employer shall have the right, at its discretion, to discipline or discharge such Library

Supervisor or group of Library Supervisors. However, it is understood and agreed that if there is a dispute as to whether a Library Supervisor has engaged in the prohibited activities set forth in Article IX, Paragraph A above, the Library Supervisor or Library Supervisors may process a grievance, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Employer within ten (10) working days after such discipline or discharge. Such grievances shall be limited to the issue of whether the Library Supervisor(s) engaged in the prohibited activity set forth in Article IX, Paragraph A above.

C. The Employer agrees that it will not lockout any Library Supervisor during the term of this Agreement. However, if any Library Supervisor 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 Library Employees, such inability to work shall not be declared a lockout.

ARTICLE X **PROBATIONARY PERIOD**

A. All Library Supervisors 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 Supervisors during their probationary period. However, upon successful completion of the probationary period, a Library Supervisor 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 Supervisors 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 Supervisors 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 Supervisors 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 Supervisors 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 from their date of hire, less any time the Library Supervisor may be on layoff, or on personal leave of absence for a period in excess of thirty (30) days. "Date of hire" shall mean the date on which the Library Supervisor actually begins work, irrespective of whether the supervisor began as a regular library employee or supervisor.

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

Library Supervisors 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 Supervisor 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 Supervisor 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 Supervisor shall lose their seniority for the following reasons:

1. The Library Supervisor voluntarily terminates their employment.
2. The Library Supervisor is discharged for cause, and such discharge is not reversed through the grievance procedure.

3. The Library Supervisor retires or receives retirement benefits from any plan or program recognized under this Agreement.
 4. The Library Supervisor is absent from their job for three (3) consecutive scheduled working days without notifying the Employer, unless the Library Supervisor is unable to give such notice for reasons beyond their control.
 5. The Library Supervisor fails to respond and/or report for work as required by the provisions of Article XII, Layoff, Bumping and Recall.
 6. The Library Supervisor fails to return to work upon the expiration of a leave of absence or an extended leave of absence.
 7. The Library Supervisor 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 Supervisors 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 Supervisors, or to discontinue a position to which a Library Supervisor is assigned, the following procedures shall be used:
1. The affected Library Supervisor shall first be transferred to any vacant position for which they are qualified.
 2. A Supervisor 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 Supervisor 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 Supervisor is on probation, the Library Supervisor shall be terminated or, at the Employer's discretion, placed in a position held by another probationary Library Supervisor.
 4. If the Library Supervisor has seniority, such Library Supervisor shall displace a probationary Library Supervisor provided that the Library Supervisor is qualified for the position.
 5. If there is no probationary Library Supervisor holding a position to which the Library Supervisor may transfer as above provided, the Library Supervisor shall displace the least senior Library Supervisor within the bargaining unit provided that the Library Supervisor has greater seniority and is qualified for the position.
 6. If the affected Library Supervisor cannot be placed in another position utilizing the procedure as above provided, the Library Supervisor shall be laid off.
- B. A Library Supervisor may bump into a part-time Supervisory position provided that the Library Supervisor has the requisite seniority and is qualified for the position.
- C. If no vacant position exists and the affected Library Supervisor 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 Supervisor, they may do so without any loss to their rights to unemployment compensation.
- D. Library Supervisors 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 Supervisors 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 Supervisors who have been laid off will be recalled in order of seniority, most senior first.

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

G. Each Library Supervisor 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 Supervisor. Each Library Supervisor 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 Supervisor fails to notify the Library Director's office 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 Supervisor 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 Supervisors 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 Supervisors, up to and including discharge. However, the parties agree that no Library Supervisor who has completed probation shall be disciplined without just cause.

B. The parties endorse the use of corrective discipline in appropriate cases. Additionally, if the Director (or designee) observes or notes conduct or performance that could lead to discipline if it continued, the Library Director may meet with the Supervisor, and tell them of the concern and what may happen if the conduct or

performance continues. If the Library Director elects to meet with the Supervisor, the Director should initiate such a meeting within ten (10) work days after the alleged conduct or performance occurs. If a Library Supervisor receives an oral warning and wishes to have further conversation about the matter with a Union Representative present, the Library Supervisor may make such a request and a meeting will be scheduled with the Library Director.

C. Any discipline, other than oral warnings, shall be given in writing to both the Library Supervisor 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 Supervisor, a copy of such document shall also be given to the designated Union Representative.

D. No disciplinary action shall be issued to a Library Supervisor without a complete and fair investigation. The Employer shall initiate an investigation within fifteen (15) calendar days of having knowledge regarding a Supervisor'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; exhibits; and documents pertaining to the investigation. Library Supervisors who are called in for a meeting with the Library Director shall be provided with union representation.

E. Union Stewards shall be notified when a Supervisor 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 Supervisor 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 Supervisors who work between four (4) and six (6) hours in a day shall be provided one (1) fifteen (15) minute paid relief period. Library Supervisors who work more than six (6) in a day shall be provided two (2) fifteen (15) minute paid relief periods. 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 Supervisor'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 Supervisors 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

<p>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</p>	<p>Easter Sunday Memorial Day Saturday & Sunday Labor Day Saturday & Sunday Day After Christmas</p>
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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 Supervisors may be required to report for professional development or other duties as determined by the employer. If Supervisors 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 Supervisors 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 Supervisors 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 Supervisor’s next regular paycheck.

E. Those Supervisors 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

Weekly Hours Worked	Holiday Hours Paid
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 Supervisor's job responsibility. The Supervisor 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 Library Director or Supervisor in charge.
2. In cases of unexpected emergencies or illness, when the Supervisor calls the Library Director 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 Supervisor's starting time.
3. An unexpected emergency or illness when the Supervisor notifies the Library Director or Supervisor in charge that they need to leave work early.

All other absences shall be deemed to be un-excused. Supervisors who fail to notify the Library Director or Supervisor in charge when absent may be disciplined and/or terminated.

Those Supervisors 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 Supervisor 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 Library shall apply earned Personal Leave credits to all absences, whether excused or un-excused (with the exception of funeral leave days).

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

Weekly Hours Worked	Paid Personal Leave
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.
- If a Library Supervisor exhausts their Personal Leave, the Supervisor, upon approval of the Library Director, may choose to use Vacation Leave for absences that would normally be covered by Personal Leave.

Any Supervisor eligible to earn Personal Leave and who resigns or is discharged shall be granted any pay due to them on a prorated basis on their final paycheck. If they have exceeded the prorated amount, said Supervisor 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 Employer. Any unused Personal Leave hours at the end of the fiscal year (June 30) can be rolled over and added to the Supervisor's Vacation Leave beginning July 1 of the next fiscal year.

B. Bereavement Leave

Absence due to a death in a Supervisor'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 Supervisor 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 Supervisor 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**

Supervisors 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 Supervisor shall be allowed to keep all monies paid by the Court for jury service,

mileage, and other Court Stipends. The Supervisor shall be required to notify the Library Director (or designee) immediately upon receipt of the notice to serve. In order to receive jury pay, the Supervisor shall be required to present an attendance slip from the Court verifying actual dates of service.

E. **Other 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 Supervisor 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 Supervisor is required to contact the Library Director concerning the exact date of return. If medical leave is requested, prior to returning to work, the Supervisor shall be required to provide the Library Director with a letter from their physician certifying that said Supervisor is physically and/or mentally able to resume their normal work duties. Supervisor acknowledges that the Employer will rely on the report/letter prepared by the examining physician in determining the Supervisor's physical or mental ability to resume their normal work duties. The Supervisor 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 Supervisor.

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

F. General Leaves of Absence

Leaves of absence without pay may be granted at the discretion of the Library Director. A Supervisor may request a leave of absence without pay after all of their Personal Leave and 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 Supervisor is on a paid or unpaid leave of absence, nor will the Supervisor be eligible for holiday pay.
2. A Supervisor 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. A Supervisor 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 Supervisor's return to their former position is subject to and contingent upon availability of current openings for which the Supervisor 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 Supervisor is on Vacation Leave, that Supervisor shall receive holiday pay in lieu of Vacation pay for that day.

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

Any Supervisor eligible to earn Vacation Leave and who resigns or is discharged shall be granted any pay due to them on a prorated basis on their final paycheck. If they have exceeded the prorated amount, said Supervisor 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 Employer.

Vacation Hours Allocation

FULL-TIME (Salaried) VACATION HOURS ALLOCATION for Head of Technology and Head of Technical Services		
Start - 4 years	5-9 years	10 years +
136 hrs	176 hrs	216 hrs

Vacation Hours Allocation

The vacation hours' allocation table provided below will last only for the duration of the current contract thru June 30, 2022.

FULL-TIME (Salaried)		
VACATION HOURS ALLOCATION for Head of Adult Services and Head of Youth Services*		
Start - 2 years	2- 9 years	10 years +
136 hrs	176 hrs	216 hrs

The Employer will provide Vacation hours for Part-Time Library Supervisors pro-rated by the actual hours worked.

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

B. A Library Supervisor 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 a Supervisor's file, the Employer will comply with the Bullard-Plawecki Employee Right to Know Act (ERKA).

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

experience.

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

ARTICLE XVIII
STAFF COVERAGE DURING BUILDING CLOSURES

Library Supervisors 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 Library Supervisors are 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. Supervisors 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 Supervisors. The Employer shall consider Library Supervisor concerns about these matters. If the Library Supervisor 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 Supervisor may file a grievance on the matter.

If a Library Supervisor believes that they are exposed to a condition that presents an immediate threat of severe physical injury, the Library Supervisor may take those actions that are reasonably necessary to remove themselves from the threatening condition and shall immediately thereafter notify the Library Director (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
SUPERVISOR BENEFITS

The Employer will provide active full-time Supervisors 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 enrolment process. All active full-time Supervisors 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 Supervisors who work on average at least 30 hours per week or 130 hours per month. These Supervisors 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 enrolment process.

The Employer may add other health plans if doing so provides substantially similar coverage and a premium range from which the Supervisor may select. The Employer will also make contributions to the Supervisor'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 Supervisors working 40 hours per week. The Employer will notify the Union of any potential changes to coverage levels.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT

The Library shall process and pay the membership dues and fees for each Library Supervisor for the American Library Association (and one additional division of the Supervisor's choice), and the Michigan Library Association.

Funds and work schedules permitting, the Employer shall pay the fees and expenses for Library Supervisors to attend conferences and professional development opportunities on a rotating basis.

Cross-training shall be offered to Library Supervisors in order to provide better service and coverage for library patrons and to provide opportunities to become qualified for additional positions with the library.

ARTICLE XXII
SCOPE OF AGREEMENT

- A. **Entire Agreement.** This Agreement represents the entire agreement between the Employer, the Union, and the Employer's Library Supervisors which the Union represents. This Agreement supersedes and cancels any and all previous agreements between union members and 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.

- B. **Agreement Binding.** Any agreement reached between the Employer and the Union is binding on the Employer, the Union and all Library Supervisors in the bargaining unit who are affected by such agreement.

- C. **Severability.** If any provision of this Agreement or any application of the Agreement to any Library Supervisor or group of Library Supervisors 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 XXIII
TERM OF AGREEMENT

This Agreement shall be effective from April 15, 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 April 15, 2019. These changes will be reflected in the Supervisor's pay on May 3, 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 April 1, 2019 by the Westland Library Supervisors Union SEIU Local 517M

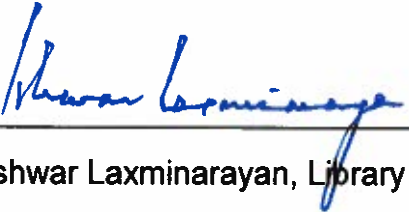
and

its approval by the Board of Trustees of the William P. Faust Public Library of Westland at its meeting on April 10, 2019


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

THE WILLIAM P. FAUST PUBLIC LIBRARY OF WESTLAND

By:  Date: 4/10/19
James W. Higgins, President, Westland Library Board

 Date: 4/10/2019
Ishwar Laxminarayan, Library Director

THE WESTLAND LIBRARY SUPERVISORS UNION SEIU LOCAL 517M

By:  Date: 4/10/19
Dan Wetterstrom, Chair

 Date: 4/10/19
Kevin Karpinski, Labor Representative

APPENDIX A
SALARIED SUPERVISORY WAGES

CLASSIFICATIONS	New Hires Year 1	New Hires Year 2	Base Rate Upon Ratification Thru 6/30/2020	7/1/2020 - 6/30/2021 1%	7/1/2021- 6/30/2022 1%
Department Head	\$53,895	\$56,000	\$58,020	\$58,600	\$59,186

Salary Progression

New Hires:

Year 1 rate during the first twelve (12 months)

Year 2 rate during the second twelve (12) months

Year 3 rate will be the Base Rate

**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 does 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: _____

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"/> Option A: Automatic deduction from bank account 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"/> Option B: Automatic deduction from credit/debit card 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: _____
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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: _____

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: _____

SEIU 517M

APPENDIX C
GRIEVANCE FORM



SEIU Grievance Form

Date: _____

Grievance Number: _____

Step: _____

Summary of Situation:

Contract Articles Violated:

_____ **and all other relevant contract articles.**

Remedy Sought:

Signature or Union Rep: _____

Signature of Employee: _____