

**Agreement by and between  
the Ann Arbor District Library  
and the Ann Arbor District  
Library Staff Associates**

**January 1, 2012 through June 30, 2015**

## TABLE OF CONTENTS

	Page
ARTICLE I	Agreement.....1
ARTICLE II	Recognition.....1
ARTICLE III	Prohibition of Discrimination and Harassment.....1
ARTICLE IV	Employer Rights .....1
ARTICLE V	Association Security .....2
ARTICLE VI	Association Rights .....4
ARTICLE VII	Association Representation.....4
ARTICLE VIII	Grievance and Arbitration Procedure .....4
ARTICLE IX	Strikes and Lockouts.....7
ARTICLE X	Probationary Period .....8
ARTICLE XI	Seniority.....8
ARTICLE XII	Layoff and Recall.....9
ARTICLE XIII	Discipline .....12
ARTICLE XIV	Hours of Work .....12
ARTICLE XV	Bargaining Unit Vacancies .....14
ARTICLE XVI	Promotions and Transfers .....14
ARTICLE XVII	Compensation .....15
ARTICLE XVIII	Holidays .....16
ARTICLE XIX	Vacation .....18
ARTICLE XX	Leaves of Absence .....19
ARTICLE XXI	Insurance .....26
ARTICLE XXII	Retirement.....30
ARTICLE XXIII	Special Conferences.....31
ARTICLE XXIV	Classifications .....31
ARTICLE XXV	Work Performed by Individuals and Organizations Outside of the Bargaining Unit.....32
ARTICLE XXVI	Performance Evaluations .....32
ARTICLE XXVII	Rules and Regulations.....33
ARTICLE XXVIII	Personnel Record .....33
ARTICLE XXIX	Workers' Compensation.....34
ARTICLE XXX	Inclement Weather .....34
ARTICLE XXXI	Safety and Health.....34
ARTICLE XXXII	Indemnification of Employees.....35
ARTICLE XXXIII	Miscellaneous .....35
ARTICLE XXXIV	Scope of Agreement.....36
ARTICLE XXXV	Duration and Amendment.....36
APPENDIX A	Classifications Included/Excluded from Bargaining Unit .....39
APPENDIX B	Staff Associates 2011-2012 Salary Schedule .....40
APPENDIX C	Health and Safety Issues.....
APPENDIX D	Assignment of Non-Public Sector Employees.....
APPENDIX E	Grievance Report Form.....
APPENDIX F	Performance Rating Form.....

**ARTICLE I**  
**AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ by and between the Ann Arbor District Library (“Employer”), and the Ann Arbor District Library Staff Associates (“Association”), affiliated with the Michigan Education Association (“MEA”) and the National Education Association (“NEA”).

**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 Association 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 clerical and secretarial employees employed by the Employer who are regularly assigned to work more than nineteen (19) hours per week, including employees in those classifications listed in Appendix A Group 1; and excluding employees in those classifications listed in Appendix A Group 2, and employees who do not meet the criteria for inclusion in the bargaining unit as defined above.

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

Neither the Employer nor the Association, nor any employee covered by this Agreement shall discriminate against or harass any employee because of such employee’s race, color, religion, national origin, age, sex, sexual orientation, height, weight, marital status, handicap, political beliefs or membership or non-membership in the Association or participation in Association activities. The Employer and the Association further agree that they shall comply with all applicable state, federal and local laws and administrative regulations pertaining to the handicapped and veterans.

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

A. The Association recognizes and agrees that the Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of the entire District Library System, including, by way of illustration but not by way of limitation, the sole and exclusive right and authority to determine library policies, to determine all matters related to the construction, acquisition, maintenance, number, location, and relocation of its buildings and equipment, to determine all matters related to the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members, the right to establish and revise rules and regulations governing and pertaining to the work and conduct of its employees, and the right to decide employee qualifications.

B. The Association further recognizes and agrees that the Employer shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

**ARTICLE V**  
**ASSOCIATION SECURITY**

A. Membership in the Association is not compulsory. However, during the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every employee shall, as a condition of employment by the Employer, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Association membership dues. The membership dues or service fees shall be tendered commencing with the first pay period following the employee's completion of thirty (30) calendar days of service with the Employer or thirty (30) calendar days after the execution of this Agreement, whichever is later.

B. The amounts to be tendered for service fees and Association local, state and national dues amounts shall be determined by the Association and reported to the Employer on or before August 15th of each year.

C. The Employer shall deduct membership dues and service fees on a biweekly basis for those employees who have submitted a properly executed Payroll Deduction Authorization form to the Employer. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Treasurer of the Association by the Employer.

D. Deductions shall be made only in accordance with the provisions of the 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 employee who has insufficient net earnings due him/her to cover the full amount of such deductions.

E. Membership dues and service fee deductions shall be direct deposited into the Association's bank account each pay period. The Employer shall provide to the Treasurer of the Association an itemized list of individual employee deductions within ten (10) working days after the end of each month to the address furnished in writing to the Employer's Payroll Office by the Association. The Association assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Association as set forth above.

F. Authorization forms may be revoked by providing written notice to the Employer of said revocation. Said notice must be sent to the Employer by certified mail. An employee shall cease to be subject to deduction following the pay period in which the employee's employment in the Bargaining Unit terminates. The Association shall be notified by the Employer of the names of such employees following the end of the pay period in which the termination occurs.

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

H. The Employer shall not be liable to the Association 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 employee.

I. An employee in the Bargaining Unit who fails to tender to the Association either periodic and uniformly required Association dues or, in the alternative, service fees as above established, shall be terminated by the Employer, provided the following stipulations are adhered to:

1. The Association shall notify the employee by certified or registered mail explaining that he or she is delinquent in not tendering required Association dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.

2. The Association shall give a copy of the letter sent to the employee and the following written notice to the Employer's Payroll Manager, or his/her designee, at the end of the periods referenced in Section (1) above.

The Association certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee.

A copy of such notice shall, at the same time, be given by the Association to the employee.

3. Upon receipt of such notice the Payroll Manager, or his or her designee, shall communicate the Association's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Association, within thirty (30) days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer) or he or she shall be terminated.

J. The Association shall protect and save harmless the Employer from any and all claims, costs, fees, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article. The Association shall provide representation for the Employer for purposes of complying with this Article. If the Employer wishes to obtain its own representation it may do so at the cost of the Employer.

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

**ARTICLE VI**  
**ASSOCIATION RIGHTS**

A. The Employer agrees that the Association may use Library conference rooms for Association meetings, 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 Association shall reimburse the Employer for the cost of such services.

B. The Association shall be entitled to hold meetings of the membership on the first Monday of each month between 8:00 a.m. and 9:00 a.m. If the Library is closed on the first Monday of the month, the Association shall be entitled to hold its meeting during the same times on the second Monday of the month.

C. The Employer agrees that employees 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 Association notices of appointments, meetings, elections, recreational and social events.

E. The Employer shall notify the Association within ten (10) working days of the hiring of new bargaining unit members. Such notice shall include the employee's name, department and classification. Subject to employee authorization, the Employer shall also forward to the Association the employee's home address and telephone number.

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

G. The Employer agrees to approve an unpaid leave of absence for up to two (2) Association members to attend state or national meetings of the Association to which they have been elected as delegates. The President shall provide the Employer thirty (30) days advance written notice of the names of the persons appointed as delegates and the dates and times of the proposed leave of absence.

**ARTICLE VII**  
**ASSOCIATION REPRESENTATION**

The Association shall have the exclusive right to select those who are to represent the Association in various matters with the Employer. The Association 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 employee (hereinafter "Grievant") or the Association 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, with the exception that arbitration shall only be available for grievances filed during the life of this Agreement.

The time limits specified herein are mandatory unless extended by a written and signed Agreement between the Employer and the Association. If the Grievant or the Association does not file a grievance within the specified time limits, the grievance is forfeited. If the Grievant or the Association 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, an Association Representative will be released from their jobs without loss of pay or benefits to participate in meetings conducted with the Employer's representatives.

Any resolution or forfeiture of a grievance shall be final and binding upon the Grievant, the Association 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 Association'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 an employee shall be filed with the Human Resources Manager (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 employee grievances:

1. Step One. A grievance must be in writing, in the form annexed to this Agreement as Appendix E. A grievance shall be signed by the Grievant or his/her authorized designee. In the case of a grievance on behalf of the Association, the grievance shall be signed by the Association'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 date the Grievant or the Association knew or reasonably should have known of the alleged event, act, or occurrence giving rise to the grievance. Copies of the grievance shall be concurrently served upon the Employer's Human Resources Office and the Association.

Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Grievant and, if requested, the designated representative of the Association and/or the Association's Executive Director, in an effort to resolve the grievance. The Employer's Department Manager, Associate 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 Association Representative with a written answer to the Grievant within ten (10) workdays of the Step One meeting.

2. Step Two. If the Grievant or the Association is not satisfied with the decision of the supervisor at Step One, the Grievant or Association may appeal the grievance to Step Two by filing a written notice of appeal with the Employer's Human Resources Manager (or other designated representative of the Employer) no later than ten (10) workdays following the date the Association Representative received, or should have received, the Supervisor's answer at Step One.

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

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

The Association's Executive Director and the Employer's Human Resources Manager shall attempt to agree on the selection of an Arbitrator. If agreement cannot be reached within ten (10) workdays of the Association's submission of the Demand for Arbitration to the Employer's Human Resources Manager (or other designated representative of the Employer), the Association shall have up to forty (40) workdays following the date the Association 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 Association'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) calendar days of the close of the arbitration hearing, or such later date as approved by the parties.

The Association 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 Association.

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 Association and the Employer. If the hearing is held at the Employer's or the Association'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 he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association.

The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Association and the employee or employees involved.

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 Association 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 Association and the Employer. No employee or group of employees shall have the right to appeal or process a grievance beyond Step Two of the grievance procedure.

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

A. During the life of this Agreement, the Association, its officers and 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 employee or group of employees engages in any of the prohibited activities set forth above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth above, the employee or employees 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 employee(s) engaged in the prohibited activity.

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

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

A. All employees covered by this Agreement, whether or not previously employed by the Employer, shall be on probation for the first ninety (90) days worked, computed from their last date of hire in the bargaining unit.

B. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the probationary period, an employee shall be entered on the seniority list retroactive to his/her last date of hire in the bargaining unit. This seniority date shall be subject to other provisions in the Agreement.

C. Probationary employees may be dismissed during their probationary period at the Employer's sole and exclusive discretion. The Employer's action with respect to such probationary employees shall not be subject to the grievance and arbitration procedure in this Agreement.

## **ARTICLE XI** **SENIORITY**

A. Employees who have completed their probationary period shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular employee in the bargaining unit from the date of his/her last hire by the Employer, less any time the employee may be on layoff, or on leave of absence for a period in excess of thirty (30) calendar days. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he or she 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. (Exception: Those employees who were employed in a regular position with the Ann Arbor Public Schools as of June 30, 1996, shall also be credited with seniority for such period as they were continuously employed in that capacity immediately preceding said date.)

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

Employees who have at least five (5) years seniority and who resign from employment with the employer, but then return to employment within two (2) years, shall have their seniority restored to them as it was at the time of resignation.

Employees who resign from a position in the bargaining unit to work for the Employer in another position shall, if they are re-employed in this bargaining unit, have their seniority restored to them as it was at the time of resignation from this bargaining unit. This provision does not give the employee bumping rights or the right to a vacancy in the bargaining unit, except as provided in the layoff provisions of this Agreement and in the section following this section.

C. Loss of Seniority. An employee shall lose his or her seniority and shall be terminated for the following reasons:

1. The employee voluntarily terminates his or her employment.
2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The employee retires or receives retirement benefits from any plan or program recognized under this Agreement.
4. The employee is absent from his or her job for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his or her control.
5. The employee fails to respond and/or report for work as required by the provisions of Article XII, Layoff and Recall.
6. The employee fails to return to work upon the expiration of a leave of absence or an extended leave of absence.
7. The employee is not recalled to work during the period when such recall is required in Article XII, Layoff and Recall.

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

## **ARTICLE XII** **LAYOFF AND RECALL**

A. For the purposes of this Article the following definitions will apply:

1. The term qualified shall be defined as an employee possessing the minimum education, training and experience specified in the classification specification for the position.
2. The term capable shall be defined as an employee being able to perform the duties of the position with an orientation period not to exceed 30 working days.

B. In the event the Employer determines it is necessary to reduce the number of employees, or to discontinue a position to which an employee is assigned, the following procedures shall be used:

1. Movement Within Job Classification

a. The affected employee shall first be transferred to any vacant position, which then exists within his/her job classification, provided he/she is qualified and capable of performing the available work.

b. If there is no such vacant position and the employee is on probation, the employee shall be terminated or, at the Employer's discretion, placed in a position held by another probationary employee.

c. If the employee has seniority, such employee shall displace a probationary employee, if any, within his/her job classification provided the employee is qualified and capable of performing the available work.

d. If there is no probationary employee holding a position to which the employee may transfer as above provided, the employee shall displace the least senior employee within his/her classification provided the employee is qualified and capable of performing the available work.

2. Movement Within Pay Grade

a. If there is no less senior employee holding a position to which the employee may transfer as above provided, the employee shall be placed in a job vacancy, if available, in his/her then current pay grade, provided the employee is qualified and capable of performing the available work.

b. If there is no such vacancy in the employee's then current pay grade, the employee shall displace a probationary employee within his/her pay grade, if any, provided the employee is qualified and capable of performing the available work.

c. If there is no probationary employee within his/her pay grade who is holding a position to which the employee is qualified and capable of performing the available work, the employee shall displace the least senior employee within his/her pay grade, provided the employee is qualified and capable of performing the available work.

3. Movement to Lower Pay Grade

If the affected employee is not able to secure an alternate position as provided above, the procedures set forth in subsection 2 above shall be repeated throughout each of the lower pay grades in successive order. If the employee cannot be placed in another position utilizing this procedure the employee shall be laid off.

C. If the affected employee holds a part-time position and wishes to maintain part-time hours and the first option of bumping is a full-time position, he/she may bump into a part-time position provided (1) that position is held by an employee who would be affected through the natural course of the bumping process, (2) the employee has less seniority than the affected

employee, and (3) the bumping employee is qualified and capable of performing the available work. The same process may also be used to ensure a full-time employee maintains his/her hours if such employee's first option for bumping is a part-time position.

D. If no vacant position exists and the affected employee opts to accept layoff rather than bump a less senior employee, he/she may do so without any loss to his/her rights to unemployment compensation.

E. 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 employees shall be notified immediately and layoffs, if necessary, will commence on the fifteenth (15th) day. (This provision shall not apply to transfers to position vacancies, or other displacements not resulting in an employee's actual layoff).

F. Recall of Employees Displaced Due to Layoffs

1. When the workforce is increased after a layoff, an employee who has been displaced from a position which has become vacant (and the employer has determined it will fill again) shall be recalled to his/her former position provided a more senior employee who is qualified and capable of performing the available work is not currently on layoff.

2. If a displaced employee has been reduced in pay grade, the employee shall be recalled to the first available vacant position in his/her former pay grade or a higher pay grade than his/her current pay grade but lower than his/her former pay grade, provided a more senior employee who is qualified and capable of performing the available work is not currently on layoff.

3. If a displaced employee has been reduced in hours the employee will be recalled to the first available vacant full-time position for which he/she is qualified and capable of performing the available work, provided a more senior employee who is qualified and capable of performing such work is not currently on layoff. If the full-time vacancy is a lower pay grade than the employee's current pay grade, the employee may choose to remain in his/her current position.

G. When the workforce is increased after a layoff, employees who have been laid off will be recalled in order of seniority, most senior first, provided the employees with greater seniority are qualified and capable of performing the available work.

H. Employees shall be subject to recall for a period of eighteen (18) months from the date of layoff, or a period equal to the employee's length of seniority, whichever is less. The Employer shall in no event be obligated to recall an employee more than eighteen (18) months following the date of layoff.

I. Each employee being recalled shall be notified by registered or certified mail (or other provable means of delivery) at his/her last known address. Each employee being recalled shall have ten (10) calendar days from the date of initial attempted delivery to notify the Employer of his/her intent to return. If the employee fails to notify the Employer's Human Resources office of his/her 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 employee shall automatically forfeit all employment rights, and shall be considered a voluntary quit. The Employer shall notify the Association of all recalls.

J. Upon return to service with the Ann Arbor District Library, those employees who were laid off between July - December shall be placed at the same salary step they were on at the time of layoff.

K. Employees laid-off between January - June and returned to employment the same fiscal year as their layoff will be placed on the same salary step they were on at the time of layoff. If the employee is returned after the fiscal year he/she will be placed one step higher on the salary schedule, if such a step exists.

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

A. The Association acknowledges the right of the Employer to discipline employees, up to and including discharge. However, the parties agree that no 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 employee, and tell him/her of the concern and what may happen if the conduct or performance continues. If the Supervisor elects to meet with the employee, he/she should initiate such a meeting as soon as possible after the alleged conduct or performance occurs. If an employee receives an oral warning and wishes to have further conversation about the matter with an Association Representative present, the 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 employee and the designated Association Representative. If the Employer elects to reduce an oral warning to writing and give it to the employee, a copy of such document shall also be given to the designated Association Representative.

D. Employees who are called in for a meeting with a supervisor may ask to know the purpose of the meeting, and an answer will be given no later than the beginning of the meeting. If the meeting is for investigative purposes which could lead to or is for the imposition of discipline, or if at any point during the meeting the employee reasonably believes the meeting may result in discipline, the employee may request and shall be provided the presence of an Association Representative.

### **ARTICLE XIV** **HOURS OF WORK**

A. Regular Workweek. The regular workweek for a full-time employee shall consist of forty (40) hours of work over five (5) work days in the workweek. The regular workday shall be eight (8) hours of work, except that in those workweeks in which the employee works on Sunday, two (2) regular workdays shall not exceed nine (9) hours of work. For the purpose of this provision and computing the pay of employees, the workweek shall consist of seven (7)

consecutive calendar days commencing at 12:01 a.m. on Sunday and ending at midnight the following Saturday. There are two (2) workweeks in a payroll period.

The Employer hereby expressly reserves the right to determine each employee's work schedule and hours of work, and the right to assign employees overtime before or after their regularly scheduled hours of work. Notwithstanding the foregoing, the Employer agrees:

1. That employees hired on or before June 19, 2002 shall not be required to (but may if they and their supervisor so agree) work more than: (1) two (2) weekend days every four (4) weeks, (2) more than one (1) Sunday every four (4) weeks, nor (3) both a Saturday and a Sunday on the same weekend. (Note: It is expressly agreed that this provision shall not prohibit an employee and the Employer from mutually agreeing to the employee working a Saturday and Sunday on the same weekend in fulfillment of the employee's weekend work obligations as herein provided.)

2. That employees hired on or before June 19, 2002 who are required to work on Sundays shall be provided a minimum of six hours work or pay on such Sundays, regardless of the hours the facility they are assigned is open to the public.

3. That employees hired on or before June 19, 2002 shall not be required (but may if they and their supervisor so agree) to work more than two weeknights a week or a split shift.

4. That employees hired on or before June 19, 2002 shall not be required to work on the Sunday immediately preceding both Memorial Day and Labor Day of a calendar year.

B. Relief and Meal Periods. Employees who work eight (8) hours in a day shall be provided two (2) fifteen (15) minute paid relief periods. Employees who work less than eight (8) 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) to three (3) hours after the commencement of the first half of an eight (8) hour shift and approximately two (2) to three (3) hours after the commencement of the second half of such shift.

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. However, when an employee's unpaid meal period is interrupted, any time lost will be rescheduled by the Employer during the same shift or the employee will be paid for the time worked. If an employee's paid relief period is so interrupted, any time lost will be rescheduled by the Employer during the same shift if it is possible to do so.

C. Overtime. An employee shall be paid his or her base hourly rate for the first forty (40) hours of work in a workweek and time and one-half his or her base hourly rate of pay for all hours worked in excess of forty (40) hours in the workweek.

D. Weekend and Evening Assignments. Where practicable, weekend and evening assignments will be rotated among employees within the affected classification and department.

**ARTICLE XV**  
**BARGAINING UNIT VACANCIES**

A. All bargaining unit vacancies will be posted in a conspicuous place for a minimum of ten (10) working days, in each building prior to the interviewing of applicants. Copies will also be sent to the Association President and the Association's business office at the time of posting.

B. Employees shall apply within the ten (10) working day period if they wish to be considered for the posted vacancy.

C. Prior to the posting of any newly created position, the Board shall notify the Association of its intent and the classification proposed. Should the Association disagree with the proposed classification after informal discussions to attempt to resolve the issue, the Association may, within five (5) days of the conclusion of such attempts, refer the issue to Step Two of the Grievance and Arbitration Procedure.

D. All bargaining unit members who apply for a posted position shall receive an interview provided that they meet the minimum qualifications as specified in the job posting.

E. The most qualified candidate will be awarded the position. If the most qualified candidates are internal and external, and both are equally capable and qualified, the internal candidate will be awarded the position. Similarly, if the most qualified candidates are internal, and both equally capable and qualified, the most senior internal candidate will be awarded the position.

F. If the Employer decides not to fill a vacant position it will notify the Association President as soon as the decision has been made.

G. All internal applicants who are not selected shall be so notified, prior to the general public announcement of the name of the person awarded the position.

**ARTICLE XVI**  
**PROMOTIONS AND TRANSFERS**

A. Any employee who is awarded a promotion or transfer as a result of applying for a bargaining unit vacancy as provided in Article XV, Bargaining Unit Vacancies, shall be granted a trial period of a maximum of thirty (30) work days to determine his/her ability to perform the duties of such position. During the trial period, the Employer may return the employee to his/her former position. Employees may also elect to return to their former position during such period. In such instances the reasons shall be given to the other party in writing.

B. Upon promotion to a position in a higher pay grade, the employee will receive not less than the minimum rate for his or her new pay grade or a 5% increase in base pay over their current base salary (not to exceed the maximum of the range for the new pay grade), whichever results in the greater increase for the employee.

C. If an employee is transferred to a position in the same pay grade, there will be no change in salary. If an employee is transferred to a position in a lower pay grade, the employee's salary will be reduced to that position in the pay range of the lower pay grade bearing the same



percentage relation to the new minimum as his former salary was in relation to the minimum salary of his former pay grade.

D. Employees who are temporarily assigned for a period of four (4) consecutive work hours or more in a higher rated job classification shall be paid at the higher classification's rate of pay as provided in Paragraph B above.

E. If an employee is involuntarily transferred, he/she shall not be reduced in hours of work or rate of pay.

## **ARTICLE XVII** **COMPENSATION**

A. Base Salaries. Except as otherwise provided in this Agreement, the base salaries of new hires, and changes in base salaries of current employees, shall be as provided for in the Employer's compensation program governing non-bargaining unit employees.

B. Compensation Adjustments.

1. Effective July 1, 2002, and each July 1<sup>st</sup> thereafter throughout the term of this Agreement, the Staff Associate salary schedule will be adjusted to coincide with the salary schedule for non-bargaining unit employees.

2. In addition, Staff Associates shall be entitled to participate in the Employer's merit plan, subject to the provisions hereinafter provided and such other terms, conditions, and limitations as the Employer may, from time to time and in its sole and exclusive discretion, establish for participation in said plan.

C. Merit Plan. Staff Associates shall be entitled to participate in the Employer's merit plan, subject to the provisions hereinafter provided and such other terms, conditions, and limitations as the Employer may, from time to time and in its sole and exclusive discretion, establish for participation in said plan. Individual merit plan awards under the plan in effect as of April 16, 2008, are determined as follows:

Employees who are in the developing range of the salary schedule are not eligible for merit pay. These employees are moved up to the next step automatically with a satisfactory evaluation. The employee moves into the merit pay system when they reach the competitive minimum in their pay grade.

There are three elements that determine an employee's merit pay each year. They are: 1.) the merit pool percentage, 2.) the employee's current salary, and 3.) the employee's evaluation score.

The merit pool percentage is established each year by the Library Board. This percentage is then multiplied by the total base salaries of the eligible group. This is the total pool of dollars available for merit pay for the year (T1).

The employee's current salary is divided by the total salary for those who are eligible to receive a merit payment resulting in T2.

The employee's evaluation score is divided by the total evaluation scores for those who are eligible to receive a merit payment resulting in T3.

T2 is then multiplied by T3 resulting in T4. The T4 for that employee is then divided by the total of T4 for all employees resulting in T5.

T5 is then multiplied by T1 to determine each employee's merit payment.

The merit payment is then added to the employee's base salary. This figure (N1) is then compared to the maximum salary in the respective pay grade. If N1 is less than the maximum salary this becomes the employee's new salary. If N1 is greater than the maximum salary, the maximum salary becomes the employee's new salary and the difference is paid to the employee in a lump sum payment (not added to the base).

The Employer agrees to establish a process that will permit employees to appeal their final rating and merit determination if they believe an error has occurred. Such appeal shall be made in writing within thirty (30) days of the Employer's merit determination. The employee's appeal shall be heard within thirty (30) days of filing by a committee comprised of the employee's Department Manager, the Associate Director and Director. The Committee's decision shall be final and binding and shall not be subject to further appeal. If desired, employees will be permitted to have a representative accompany them in meetings with the Committee.

D. Direct Deposits. Employees may have their payroll checks deposited directly by the Employer into up to three accounts at any Michigan bank or credit union. If employees elect to have payroll checks deposited directly by the Employer, they must specify the accounts.

E. Payroll Errors. Employees who receive an incorrect payroll check, or fail to receive a payroll check on the regular pay date through no fault of their own, shall notify the Payroll Office and return any check or funds incorrectly issued by 5:00 p.m. of the day the error is discovered. In such instances, the corrected payroll check will be provided to the employee by the close of the workday immediately following the day the error is reported to the Payroll Office. A check which is missed or incorrectly issued as a result of the employee's error shall be corrected on a subsequent payday.

F. Paydays. Employees shall be paid on a bi-weekly basis on Fridays for the two-week pay period immediately preceding the week in which the check is issued.

## **ARTICLE XVIII** **HOLIDAYS**

A. Regular employees who have satisfied the eligibility requirements set forth in Paragraph B below and are not on layoff as of the commencement of the workweek in which a holiday falls, or who are not on leave of absence as of the day before the holiday, shall receive holiday pay for each of the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Christmas Eve  
Christmas Day

Holiday pay shall be computed by multiplying the employee's regular straight time base hourly rate by eight (8) hours and then multiplying that product by the percentage of the employee's full-time equivalent (FTE) appointment. Should a holiday fall on a day when an employee is on paid bereavement leave or jury duty, no additional compensation will be paid for the holiday.

B. In order to be eligible for holiday pay, an employee must work all of his or her scheduled hours on the last scheduled workday before the holiday and all of his or her scheduled hours on the first scheduled workday after the holiday, unless the employee's absence during such period(s) has been previously excused in writing by the Employer on the Leave Request and Verification of Absence form, the employee was hospitalized due to illness or injury which is verified by a certification from a hospital, or the employee provides other medical certification or justification acceptable to the Employer.

C. Employees who work on one of the above holidays will be paid for time worked at time and one-half the employee's regular straight time base hourly rate. In addition to said payment, the employee shall also be entitled to holiday pay if he or she is so eligible under the provisions of Paragraphs A and B above.

If an employee is scheduled to work on one of the above holidays but fails to work as scheduled, he or she shall forfeit holiday pay for those hours he or she was scheduled and did not work.

D. Employees may be assigned to work on paid holidays subject to the following provisions:

1. Work on paid holidays shall be offered to employees in the job classification assigned the work in seniority order (most senior first). If no employee volunteers, the Employer may assign the work to the least senior employee in the affected job classification.

2. Employees who work on paid holidays shall be paid for a minimum of two (2) hours of work for each separate shift of work.

E. If a holiday is observed on an employee's scheduled day off and the employee otherwise satisfies the eligibility criteria for holiday pay as above provided, the employee shall be given an additional paid vacation day off in lieu of holiday pay for the day.

F. If the Employer chooses to close the Library for an additional day in conjunction with a holiday, employees who are scheduled to work on the additional day will be paid for the hours they would normally be scheduled for that day.

**ARTICLE XIX**  
**VACATION**

A. Full-time employees will earn vacation hours as follows:

<b>Qualifying Period</b>	<b>Vacation Entitlement for Full-Time Employees</b>
0 through 5 consecutive years	5.23 hours per pay period ( 136 hours/ 17 days per year)
6 through 10 consecutive years	6.46 hours per pay period ( 168 hours/ 21 days per year)
11 consecutive years and above	7.69 hours per pay period ( 200 hours/ 25 days per year)

B. All years of service with the Library in which an employee has accrued vacation time shall count towards the qualifying period.

C. Part-time employees shall earn vacation hours on a pro-rated basis. The formula for pro-rating a part-time employee's vacation benefits shall be as follows:

$$\frac{\text{Regular Scheduled Hours of Work per Biweekly Pay Period}}{80} \times \text{Vacation Entitlement of Full-Time Employees}$$

D. If an employee receives pay for less than the number of hours the employee would normally have been scheduled to work in the pay period, he/she shall receive pro-rated vacation hours based upon the hours paid during that pay period in relation to the hours the employee would normally have been scheduled to work in the pay period.

E. Employees may carry over accrued vacation hours from one fiscal year (July - June) to the next. The maximum accrued vacation hours that can be carried over to the next fiscal year is 125% of the employee's annual vacation entitlement. Any vacation hours in excess of this amount at the end of the fiscal year shall be forfeited.

F. Vacation pay shall be based upon the salary the employee is earning at the time the vacation is taken.

G. Vacation may not be taken until it is fully earned.

H. Vacation payments will be made as part of the Employer's regular payroll. No special vacation checks will be issued.

I. In the event of an employee's death, voluntary quit, discharge, or other separation from employment, the employee or, where applicable, the employee's estate, shall be paid for any unused vacation hours accrued as of the date immediately preceding such termination. The

maximum payout that an employee may receive shall not exceed the employee's annual vacation entitlement.

J. All vacations shall be subject to advance approval of the employee's Department Manager. The employee shall be notified of his/her leave approval status within two (2) weeks of submission of the request.

K. Employees shall not be scheduled to work on days for which they have received approved vacation.

L. If an employee has an emergency (e.g. vehicle breakdown) for which sick leave may not be utilized, he or she may use vacation time to cover the period of absence or, with the approval of the Department Manager, make up the time.

**ARTICLE XX**  
**LEAVES OF ABSENCE**

A. Sick Leave.

1. Full-time employees shall accrue 4.16 hours of sick leave credit per pay period (two (2) weeks) of active employment. Part-time employees shall accrue sick leave credit on a pro-rated basis. The formula for pro-rating a part-time employee's sick leave shall be as follows:

<u>Regular Scheduled Hours of Work per Biweekly Pay Period</u>	X	Sick Entitlement for
80		Full-time Employment

Employees hired after June 19, 2002 shall be advanced the first six (6) months sick leave accrual at the time of hire. No further accrual shall be permitted during such six (6) month period. Subsequent accrual shall commence with the end of the first pay period following the completion of six (6) months service. If the employee leaves within the first six (6) months of employment, sick leave used in excess of actual accrued sick leave credit shall be deducted from the employee's final paycheck.

2. Accrued sick leave may be utilized by employees for the illness, injury or disability of themselves or a member of their immediate family (i.e. children, spouse or parents, parents-in-law, foster parents, and foster children). Sick leave may also be used for the illness, injury or disability of an employee's brother, sister, grandparent and others, provided the employee has direct custodial responsibility and such person is residing in the employee's household or an assisted care facility. Sick leave may also be used for medical or dental appointments of the employee.

3. If an employee receives pay for less than the number of hours the employee would normally have been scheduled to work in the pay period, he/she shall receive pro-rated sick hours based upon the hours paid during that pay period in relation to the hours the employee would normally have been scheduled to work in the pay period.

4. All employees are entitled to carry over their accrued unused sick leave from year to year up to a maximum of 1,600 hours (200 days). Employees who have in

excess of 1,600 hours in their sick bank as of the date this Agreement is executed by the parties shall accrue no additional hours until such time that their accrued sick bank falls below 1,600 hours.

5. Each employee shall notify his or her manager of an absence by the appropriate method established, normally one and one-half (1 ½) hours before this/her duty day is to begin. Length of absence in excess of one (1) day, if ascertainable, shall be stipulated, and renewal of absence shall follow the same notification process.

6. The Employer may require an appropriate physician's statement in support of a request for use of a sick day on a day immediately before or after a holiday or vacation period. A physician's verification may also be required for any use of sick leave exceeding three (3) consecutive workdays.

7. Staff associates employed as of June 19, 2002 who have less than ten (10) years of service with the Employer shall have the sick leave they have accumulated as of June 19, 2002 placed in an auxiliary bank. The auxiliary sick leave bank shall only be used if the employee exhausts the active sick leave bank. The auxiliary sick leave bank shall never be added to.

Within thirty (30) days following completion of ten (10) years of service with the Employer, the employee may request a lump-sum payment for all or a portion of the unused sick leave hours then remaining in his/her auxiliary bank. Such payment shall be calculated as follows:

Number of sick leave hours for which payment is sought	X	50%	X	Rate of pay earned by the Employee as of June 19, 2002.
--	---	-----	---	---

Such part of the auxiliary sick leave bank for which payment has not been requested shall be retained in the employee's auxiliary sick leave bank. At the time of separation from the Library the employee shall be paid for the sick leave then remaining in his/her auxiliary sick leave bank. Such payment shall be calculated as follows:

Balance of Auxiliary Account	X	50%	X	Rate of pay earned by the Employee as of June 19, 2002.
------------------------------	---	-----	---	---

8. Staff Associates with ten (10) or more years of service with the Employer may request a lump sum payment for all or a portion of their sick leave hours accumulated as of June 19, 2002. Request for lump-sum payment must be made within thirty (30) days of execution of this Agreement. Such payment shall be calculated as follows:

Number of sick leave hours for which payment is sought	X	50%	X	Rate of pay earned by the Employee as of June 19, 2002.
--	---	-----	---	---

Such part of the employees' sick leave bank for which payment has not been requested shall be placed in an auxiliary sick leave bank. The auxiliary sick leave bank

shall only be used if the employee exhausts the active sick leave bank. The auxiliary sick leave bank shall never be added to. At the time of separation from the Library, the employee shall be paid for the sick leave hours then remaining in his/her auxiliary account. Such payment shall be calculated as follows:

Balance of Auxiliary Account	X	50%	X	Rate of pay earned by the Employee as of June 19, 2002.
------------------------------	---	-----	---	---

**B. Family and Medical Leave.**

1. An employee is eligible for a leave of absence under the Family and Medical Leave Act (FMLA) if he/she has been employed for at least twelve (12) months and works at least 1,040 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

2. Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- a. for the birth of a son or daughter of the employee and to care for such child.
- b. for the placement of a child with the employee for adoption or foster care.
- c. to care for a spouse, child, or parent of the employee if the former has a serious health condition, or
- d. because of a serious health condition of the employee which renders him/her unable to perform the functions of his or her position.

3. Leave under the FMLA shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

4. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided either is available upon the conclusion of the employee's leave. If neither position is available upon the employee's return from leave, the employee shall be placed in another position or laid off as provided in Article XII, Layoff and Recall.

5. The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under Section (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under Section (d) above is extended beyond twelve (12) weeks, the employee shall pay the full cost of maintaining coverage under any group health plan for the period of such extended leave.

6. If the requested leave is for the birth/care of a child, the placement of a child for adoption with the employee or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him or her unable to perform the functions of his or her position, the employee shall use all accrued paid sick time off. The employee may, at his or her election, also use all accrued vacation time. Upon exhaustion of all paid sick leave and, where applicable, vacation, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

7. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave. Additional leave time may be approved as provided in Article XX, Leaves of Absence.

8. Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption with the employee or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for their child or spouse who is suffering from a serious health condition.

9. An eligible employee who foresees that he or she will require a leave for the birth/care of a child or for the placement of a child for adoption with the employee or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

10. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his or her spouse, child or parent, must notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time



least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

11. If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed for such care.

12. A leave taken under subparagraphs 2(a) or 2(b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph 2(c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

13. An employee on an approved FMLA leave must keep the Employer informed regarding his or her status and intent to return to work upon conclusion of the leave.

14. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs 2(c) or 2(d) above, the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

15. The above provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions are in conflict with the provisions of the Act, the provisions of the Act shall control.

#### C. Supplemental Leaves.

1. Any employee who has been employed by the Ann Arbor District Library for the preceding twenty-four (24) month period shall, upon his/her request and upon thirty (30) days advance written notice to the Employer, be granted up to a three (3) month extension of an FMLA leave for which the employee may otherwise have continued to be eligible had the twelve (12) week period authorized under the FMLA not otherwise expired. Except as provided below, such leave shall be without compensation or Employer paid benefits.

2. Any employee who is granted an extension of an FMLA leave shall, for the period of such leave, utilize accrued sick leave, personal and vacation benefits. Subject to the employee's continued payment of any required premium payments or co-payments, the Employer shall continue the employee's group insurance benefits during the time that accrued sick leave, personal and vacation benefits are payable on such extended leave. Upon the expiration of any such sick leave, personal and vacation

benefits, an employee may continue group insurance benefits for the duration of the leave, provided he/she pays the full premium cost of such continued benefits.

3. Any employee who is granted an extension of an approved FMLA leave shall, upon thirty (30) days advance written notice to the Employer, be returned to his/her former position (or an equivalent position), if available, within the bargaining unit upon expiration of the approved leave period. Failure to provide such notice shall relieve the Employer of any obligation to return the employee to work.

4. If an approved leave becomes unnecessary for any reason, the Employer shall, upon the employee's written request, return the employee to work prior to the termination of such leave, provided the employee's former position (or an equivalent position) within the bargaining unit is then available or becomes available prior to the date the employee's scheduled leave was otherwise due to expire.

5. If an employee's former position, or an equivalent position, is unavailable upon expiration of an employee's leave of absence, the employee shall be placed in accordance with the provisions of Article XII, Layoff and Recall.

D. Bereavement Leave.

1. An employee is allowed three (3) working days off, with pay, to attend a funeral or memorial service and make other necessary arrangements associated with the death of a member of his/her immediate family. An employee is not eligible for pay on any day or days that the employee is not scheduled to work.

For the purposes of this provision the phrase "immediate family" shall be defined as: spouse, biological parent or child, sister, brother, mother-in-law, father-in-law, grandchild, grandparent, adopted or foster parent, adopted or foster child, step-parent, stepchild, or legal ward.

2. An employee who wishes to attend a funeral or memorial service for other members of his or her family may take one (1) day off, with pay. An employee may take up to two (2) days if the funeral or memorial service is farther than 200 miles one-way.

3. With approval of the employee's Department Manager, an employee may extend his/her bereavement leave through the use of vacation leave days available to the employee. The Employer agrees that approval shall not be unreasonably withheld.

4. Employees shall notify their immediate supervisors as soon as possible after they are informed of the circumstances necessitating a leave.

5. If an employee is on approved vacation leave and a death occurs that falls under this Article for entitlement of bereavement leave, the employee may substitute bereavement leave for his or her vacation leave.

E. Jury Duty.

1. Employees shall be granted a leave of absence with pay for jury duty. The Employer shall pay the difference between the employee's normal rate of pay and monies

received from the Court for jury duty, excluding reimbursement for expenses and/or travel or pay received for a day that the employee was not scheduled to work. To be eligible to receive said pay, the employee must:

a. Notify his or her supervisor within three days after notification to serve.

b. Provide documentation to the Human Resources office certifying the period of actual service as a juror and all payments received from the court.

2. If the time required for jury service (including reasonable travel time) is less than six (6) hours, the employee shall report to work for the balance of his or her work day, unless excused by the Employer.

3. In no event shall time paid for jury duty service be time worked for overtime calculation.

F. Other Unpaid Leaves.

1. The Employer may, in its sole discretion, grant employees other unpaid leaves of absence upon such terms and conditions as it deems appropriate.

2. Except as otherwise provided in Section 3 below, an employee granted an unpaid leave shall be returned to employment in the bargaining unit with all rights and benefits accumulated as of the time such leave commenced, provided he/she returns upon the expiration of the leave or extension of the leave.

3. During an employee's unpaid leave of absence the employee shall be subject to the provisions of Article XII, Layoff and Recall. If the employee is on an unpaid leave of absence, but would have been subject to layoff had he/she otherwise been working, the employee's unpaid leave status shall be converted to layoff status. If the employee would have been subject to reassignment under such Article, the employee may continue his/her leave until its scheduled expiration. Upon expiration of the unpaid leave, the employee shall be placed in accordance with the provisions of Article XII, Layoff and Recall.

4. An employee on an unpaid leave may continue all group insurance benefits for the duration of the leave, provided he/she pays the full premium cost of such continued benefits.

**ARTICLE XXI**  
**INSURANCE**

A. Health Care Benefits.

1. Effective January 1, 2012, the Employer agrees to provide each regular staff associate who has a standard work schedule of thirty (30) to forty (40) hours per week with the same choice of health plan coverage<sup>1</sup> as the Employer may, from time to time, and in its sole and exclusive discretion, elect to offer to its non-bargained for employees. Such coverage shall be subject to the terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of such plans.<sup>2</sup>

The Employer's contribution to the cost of single, two-person or family coverage for the staff associate shall be equal to the highest amount the Employer pays for single, two-person or family coverage on behalf of its non-bargained for employees under the plans they are provided by the Employer. To the extent permitted by law, the staff associate shall pay, through payroll deduction, the balance of the cost of such coverage.

Coverage shall commence on the first day of the month following the staff associate's 30<sup>th</sup> day of continuous employment. .

2. To qualify for health care benefits as above described, each staff associate must individually enroll and make proper application for such benefits at the Benefits Office upon the commencement of his or her regular employment with the Employer. Forms shall be provided by the Benefits Office.

3. Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XX, Leaves of Absence, Paragraph B, Family and Medical Leave, when on an authorized unpaid leave of absence the staff associate will be permitted to continue his or her participation in the Employer's health care plans for the period he or she is not on the active payroll. Staff associates electing to continue such coverage shall pay the full cost of such continued coverage. Proper application and arrangements for the payment of such continued coverage must be made at the Benefits Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the staff associate's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence. Upon return from a

---

<sup>1</sup> The plan selected by the staff associate shall cover the staff associate and, where applicable, all his/her eligible dependents.

<sup>2</sup> For each regular staff associate with a standard work schedule of twenty (20) to twenty-nine (29) hours per week, the Employer shall pay 50% of the amount it contributes to the health care coverage of regular staff associates who work a standard work schedule of thirty (30) to forty (40) hours for the same level of coverage (i.e., single, two-person, and family). The staff associate shall pay, through payroll deduction, the balance of the cost of such coverage.

leave of absence or layoff, a staff associate's health care coverage shall be reinstated commencing with the staff associate's return.

4. Except as otherwise provided above, a staff associate's health care benefits shall terminate on the date the staff associate goes on a leave of absence, terminates, retires, or is laid off.

5. A staff associate who is on layoff or who terminates may elect under COBRA to continue the health care coverage herein provided at his or her own expense.

6. The Employer reserves the right to change the carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

7. To be eligible for health care benefits as provided above, a staff associate must document all coverage provided to him/her under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

**B. Voluntary Withdrawal from Health Care Plan.**

1. Any staff associate who is eligible for health care coverage at the Employer's expense as provided in Section A above, may elect to forego such coverage if he or she can secure health care benefits from a source other than the Ann Arbor District Library. Staff associates desiring to forego coverage under the Employer's Health Care Benefits Plans may submit a request, in writing, to the Benefits Office. The Employer will notify the staff associate of the effective date that the Employer will no longer provide such benefits to the staff associate. This date will be binding on all parties.

2. Any regular staff associate with a standard work schedule of thirty (30) to forty (40) hours per week and who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a payment of \$100.00 per month, payable on the first pay period in each month, for each month the employee would have otherwise been entitled to health care coverage at the Employer's expense as provided in Section A above. Any regular staff associate with a standard work schedule of twenty (20) to twenty-nine (29) hours per week and who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a payment of \$50.00 per month, payable on the first pay period in each month, for each month the staff associate would have otherwise been entitled to health care coverage at the Employer's expense as provided in Section A above.

3. A staff associate who has withdrawn from the plan may apply to be reinstated into the plan during an open enrollment period, or at such other times the staff associate can demonstrate he or she is no longer entitled to receive benefits from a source other than the Ann Arbor District Library. All such applications for reinstatement shall be made, in writing, to the Benefits Office. The Benefits Office will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the staff associate is once again covered under the Health Care Benefits Plan. The Employer shall have no obligation whatsoever prior to such effective date.

C. Dental Care Benefits.

1. Effective July 1, 2008 the Employer agrees to provide each regular staff associate who has a standard work schedule of thirty (30) to forty (40) hours per week (including his or her eligible dependents) the MetLife 100%/75%/50%/50% copay Dental Plan including \$1000.00 annual maximum for general services and \$1000.00 lifetime maximum per child for orthodontic services, with the family continuation (to age 25) rider, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan<sup>3</sup>. Coverage shall commence on the first day of the month following the staff associate's 30<sup>th</sup> day of continuous employment.

2. To qualify for the group dental care benefits as above described, each staff associate must individually enroll and make proper application for such benefits at the Benefits Office upon the commencement of his or her regular employment with the Employer. Forms shall be provided to staff associates by the Benefits Office.

3. Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XX, Leaves of Absence, Paragraph B, Family and Medical Leave, when on an authorized unpaid leave of absence the staff associate will be permitted to continue his or her participation in the Employer's dental plan for the period he or she is not on the active payroll. Staff associates electing to continue such coverage shall pay the full cost of such continued coverage. Proper application and arrangements for the payment of such continued coverage must be made at the Benefits Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence. Upon return from a leave of absence or layoff, a staff associate's dental care coverage shall be reinstated commencing with the staff associate's return.

4. Except as otherwise provided above, a staff associate's dental care benefits shall terminate on the date the employee goes on a leave of absence, terminates, retires, or is laid off.

5. A staff associate who is on layoff or who terminates may elect under COBRA to continue the dental care coverage herein provided at his or her own expense.

6. The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

D. Vision Care Benefits.

---

<sup>3</sup> For each regular staff associate with a standard work schedule of twenty (20) to twenty-nine (29) hours per week, the Employer shall contribute one-half of the premium cost of the MetLife 100%/75%/50%/50% copay Dental Plan including \$1000.00 annual maximum for general services and \$1000.00 lifetime maximum per child for orthodontic services.

1. The Employer agrees to provide each regular staff associate who has a standard work schedule of thirty (30) to forty (40) hours per week (including his or her eligible dependents) the Blue Cross-Blue Shield, Vision Service Plan Network (VSP), 12/12/12, \$5 copay exam, \$10 copay materials, with family continuation rider, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan<sup>4</sup>. Coverage shall commence on the first day of the month following the employees 30th day of continuous employment.

2. To qualify for vision care benefits as above described, a staff associate must individually enroll and make proper application for such benefits at the Benefits Office upon the commencement of his or her regular employment with the Employer. Forms shall be provided to employees by the Benefits Office.

3. Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XX, Leave of Absence, Paragraph B, Family and Medical Leave, when on an authorized unpaid leave of absence, the staff associate will be permitted to continue his or her participation in the Employer's vision plan for the period he or she is not on the active payroll. Staff associate's electing to continue such coverage shall pay the full cost of such continued coverage. Proper application and arrangements for the payment of such continued coverage must be made at the Benefits Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the staff associate's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence. Upon return from a leave of absence or layoff, a staff associate's vision care coverage shall be reinstated commencing with the employee's return.

4. Except as otherwise provided above, a staff associate's vision care benefits shall terminate on the date the employee goes on a leave of absence, terminates, retires, or is laid off.

5. A staff associate who is on layoff or leave of absence, or who terminates may elect under COBRA to continue the vision care coverage herein provided at his or her own expense.

6. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

E. Term Life and Accidental Death and Dismemberment Benefits.

1. The Employer shall provide each regular staff associate with term life and accidental death and dismemberment benefits in an amount equal to two times the staff associate's annual salary rounded to the nearest thousand. Coverage will commence on

---

<sup>4</sup> For each regular staff associate with a standard work schedule of twenty (20) to twenty-nine (29) hours per week, the Employer shall contribute one-half of the premium cost of the Vision Service Plan (VSP).

the first day of the month following the staff associate's 30th day of continuous employment.

2. To qualify for term life and accidental death and dismemberment benefits as above described, each staff associate must individually enroll and make proper application for such benefits at the Benefits Office upon the commencement of his or her regular employment with the Employer. Forms shall be provided by the Benefits Office.

3. Subject to insurance carrier underwriting requirements and approval, when on an authorized unpaid leave of absence, the staff associate will be permitted to continue his or her term life and accidental death and dismemberment benefits coverage for the period he or she is not on the active payroll. Staff associates electing to continue such coverage shall pay the full cost of such continued coverage. Proper application and arrangements for the payment of such continued benefits must be made at the Benefits Office prior to the commencement of the leave. If such application and arrangements are not made as herein described the staff associate's group term life and accidental death and dismemberment coverage shall automatically terminate upon the effective date of the unpaid leave of absence. Upon return from a leave of absence or layoff, a staff associate's group term life and accidental death and dismemberment coverage shall be reinstated commencing with the staff associate's return.

4. A staff associate's group term life and accidental death and dismemberment coverage shall terminate on the date the staff associate goes on a leave of absence, terminates, retires or is laid off.

5. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

## **ARTICLE XXII** **RETIREMENT**

A. The Employer will continue to pay the necessary Employer payments to the Michigan Public School Employees Retirement System (MPERS) for those employees who worked for the Ann Arbor Public Schools at the Public Library prior to July 1, 1996.

B. For each employee who is not eligible to join MPERS, the Employer will contribute 10% of the employee's gross pay into a 403(b) tax sheltered annuity plan. Employees may also contribute through payroll deduction to such plan, subject to the terms and conditions of such plan.

C. Changes in the current group of Providers for the 403(b) plan shall be mutually agreed upon.

D. The Employer will provide the Association with a list of the 403(b) Plan Providers with their addresses and contact information.



**ARTICLE XXIII**  
**SPECIAL CONFERENCES**

Upon agreement of the Association and the Employer, a Special Conference may be held for the purpose of considering matters of mutual interest. All such Conferences shall be arranged through the President of the Association and the Employer's Human Resources Manager. Representatives of the Association, as identified elsewhere in this Agreement, may be released with pay for the purpose of attending a Special Conference. Each party shall be limited to three participants unless there is mutual agreement for a larger number in advance of the Conference.

Any matters discussed or any agreements reached in a Special Conference shall in no way change, alter, modify, add to or detract from, any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer, the Association, or employees under this agreement. Action may be postponed by either party for consultation prior to final agreement.

**ARTICLE XXIV**  
**CLASSIFICATIONS**

A. The Employer will maintain classification specifications for all jobs covered by this agreement, which specifications shall be subject to periodic review and revision as the Employer deems appropriate. Classification specifications will be made available to an Association representative or interested employees upon their reasonable request.

B. In the event the Employer creates a new job classification in the bargaining unit, the Employer shall notify the Association of the new job classification and its pay grade prior to posting. The Employer shall also provide the Association with a copy of the new job's classification specification. If requested within ten (10) calendar days after such notification, the Employer shall meet with the Association to discuss the pay grade of the new job classification. If, following such discussion, there is a dispute as to the pay grade for the new job classification, such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure. If a grievance is subsequently referred to an arbitrator, he/she shall use as the basis for her/his decision the factors referenced in the Employer's Job Information Questionnaire, the Job Evaluation Plan, and the classification of jobs and any amendments thereto, that have been mutually agreed upon by the parties.

C. If during the term of this Agreement an employee believes the Employer has instituted a change in his/her job classification so as to warrant a change in pay grade, the employee may request a position review. Such request shall be processed as follows:

1. The employee shall complete the Employer's Job Information Questionnaire and forward it, and such other information as the employee deems appropriate, to the Employer's Human Resources Manager. The Human Resources Manager shall review the employee's position and, within thirty (30) calendar days of receipt of the employee's request, advise the employee and the Association of his/her determination.

2. If requested within fifteen (15) calendar days after informing the employee and the Association of such determination, the Human Resources Manager shall meet with the employee and the Association to discuss the basis for said determination. If

following such discussion there is a dispute as to the pay grade for the revised job classification, such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure.

3. If a grievance is subsequently referred to an arbitrator, he/she shall use as the basis for her/his decision the factors referenced in the Employer's Job Information Questionnaire, the Job Evaluation Plan, and the classification of jobs and any amendments thereto, that have been mutually agreed upon by the parties.

4. If the arbitrator determines the position contains job duties which warrant a higher pay grade, he/she shall list those duties in his/her decision.

D. If at any time during or following the foregoing process the Employer determines, either directly or through the decision of an arbitrator, that the duties assigned an employee warrant a pay grade higher than that which the Employer wishes to fund, the Employer shall have the right to revise the employee's duties to bring them within the scope of the lower rated classification. If the Employer determines that duties removed from the affected position are essential to be performed within the Library, the Employer and the Association shall meet to assess whether the duties have been exclusively performed by members of the bargaining unit. If it is agreed that the duties have been exclusively performed by members of the bargaining unit, such duties shall be reassigned by the Employer to another employee within the Staff Associate bargaining unit.

E. The Employer agrees to consult with the Association preceding the reduction of an employee's pay grade or the standard number of hours worked per workweek. If following such consultation, the Employer elects to reduce the employee's pay grade or standard number of hours worked per workweek, the affected employee may elect to be transferred or laid off (as if his/her position had been eliminated) in accordance with the provisions of Article XII, Layoff and Recall.

**ARTICLE XXV**  
**WORK PERFORMED BY INDIVIDUALS AND**  
**ORGANIZATIONS OUTSIDE OF THE BARGAINING UNIT**

It is recognized by the Employer and the Association that department managers, supervisors, staff associates, casual and other non-bargaining unit employees may perform the same tasks as employees in the bargaining unit. The Employer's use of such employees to perform such work shall not be limited.

**ARTICLE XXVI**  
**PERFORMANCE EVALUATIONS**

A. Performance evaluations will be undertaken by the Employer to provide constructive feedback to employees with respect to their performance including, but not limited to, progress toward goals and objectives established by the Employer.

B. Employees shall be formally evaluated at least twice during the first twelve (12) months of their assignment to a position, and annually thereafter.

C. Evaluations shall be conducted by an administrator in the employee's chain of command, preferably the supervisor who has most recently supervised the employee for a period of three months or longer, if available. Before a final decision is made on the employee's evaluation, the evaluator who is conducting the employee's evaluation shall hold a conference with the employee to be evaluated for purposes of discussing matters related to the evaluation and to solicit the employee's response to the proposed evaluation. The employee shall be given 48 hours advance notice of the time and participants in such conference.

D. Where appropriate, evaluations citing deficiencies should include developmental objectives for improvement of the employee's performance.

E. Each evaluation shall include the statement:

Your signature does not necessarily mean that you agree with this review; it is only to acknowledge that your evaluator has met and reviewed it with you.

F. The employee and the evaluator shall sign the evaluation. If an employee feels his/her evaluation is incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in the personnel record. A copy of the signed evaluation shall be provided to the employee.

G. The current evaluation instrument to be used in the evaluation process is attached as Appendix G. Any changes that may be made to this instrument in the future shall be disseminated to all staff.

## **ARTICLE XXVII** **RULES AND REGULATIONS**

The Employer shall have the right to make, modify and enforce rules and regulations relating to employee conduct which are not in conflict with this Agreement or law. Those rules and regulations shall be observed by all bargaining unit employees. The Employer's rules and regulations shall be provided to each employee and the Association.

## **ARTICLE XXVIII** **PERSONNEL RECORD**

A. Upon reasonable advance request, and in the presence of a representative of the Library administration, an employee may review the official personnel record that is maintained by the District Library pertaining to his/her employment. The employee may be accompanied by a representative of the Association if he/she so chooses. In accordance with the provisions herein provided, an employee may also authorize a representative of the Association to examine his/her personnel record pursuant to the discharge of its duties as exclusive bargaining representatives. Such authorization shall be submitted in writing to the Employer.

B. An employee shall be provided a copy of any letter of complaint, letter of discipline, performance evaluation, or any other document critical of his/her performance, prior to the placement of any such document in his/her official personnel record.

C. If the Employer receives a Freedom of Information Act (“FOIA”) request for documents in an employee’s official personnel record, the Employer shall make a good faith attempt to promptly notify the employee and the Association of the receipt of the request. Upon request and insofar as time reasonably permits, the Employer’s designated FOIA officer shall meet with the affected employee and/or the employee’s Association representative to review the Employer’s proposed response to the request. If the employee and Association so request, the Employer shall also delay granting the FOIA request to the extent permitted by law (ordinarily five business days after the receipt of the written request) in order to permit the employee and Association to pursue such legal recourse as may be available.

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

E. At the employee’s request, the Employer shall reproduce any material in the employee’s official personnel record (except confidential pre-employment recommendations), provided a reasonable duplication fee is paid by the employee.

### **ARTICLE XXIX WORKERS’ COMPENSATION**

If an employee is injured on the job and becomes eligible for compensation under the Michigan Workers’ Compensation Act, he/she may choose one (1) of the following options:

1. The employee may elect to be paid the benefit for which she/he is eligible under the Act.
2. The employee may elect to receive the benefit for which she/he is eligible under the Act supplemented by the difference between the gross weekly compensation benefit received by the employee under the Act and her/his regular gross weekly salary, which difference shall be charged against the employee’s accumulated sick leave days on a pro-rated basis. This difference shall be paid until such time as the employee’s accumulated sick leave days are used up or the employee changes to Option 1 above.

### **ARTICLE XXX INCLEMENT WEATHER**

Employees who have been excused by the Employer from work due to inclement weather or lack of utilities shall not have any deductions from their pay, sick leave or vacation leave.

### **ARTICLE XXXI SAFETY AND HEALTH**

A. The Employer shall make reasonable provisions for health, safety and first-aid of its employees. The Employer shall consider employee 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 employee may file a grievance on the matter.

B. If an employee believes that he/she is 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 her/himself from the threatening condition and shall immediately thereafter notify his/her Department Manager (or if unavailable, a more senior member of management) for appropriate direction. If the situation is not resolved in a timely manner, the matter may be referred to the grievance procedure.

**ARTICLE XXXII**  
**INDEMNIFICATION OF EMPLOYEES**

The Employer and the Association agree that the indemnification of employees for actions taken within the scope of their employment shall be governed by the Bylaws of the Ann Arbor District Library Board of Trustees as they may be in effect from time to time.

**ARTICLE XXXIII**  
**MISCELLANEOUS**

A. Smoking in Employer Facilities. Smoking by employees in the Employer's facilities is strictly prohibited.

B. Name, Address and Telephone changes. The Employer shall be entitled to rely upon an employee's last name, mailing address and telephone number (provided the employee has a telephone) as reflected in the employee's official personnel record for all purposes pertaining to the employee's employment and this Agreement. Employees shall notify the Employer's Human Resources Department of any changes in this data within five (5) calendar days after such change has been made.

C. Resignation.

1. Any employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks or ten (10) working days prior to the effective date of resignation.

2. Any employee who voluntarily discontinues his/her service without such prior written notification shall forfeit all accrued benefits, rights and privileges including, but not limited to, accrued sick leave, vacation, and other benefits which may have been granted by the Ann Arbor District Library to its employees. In any conflict between the application of this section and any other section in this Agreement, this section shall prevail.

D. Travel.

1. Adequate time shall be allowed for all staff associates whose assignment requires travel to and between buildings. Such travel time is not to be considered part of the lunch period. (For purposes of this provision, "adequate" shall be defined as the time required to physically travel at a moderate pace by motor vehicle from one building to another.)

2. Staff associates who work in more than one building or otherwise travel performing their responsibilities, and use their car therefore, shall be paid mileage at the current IRS rate.

E. Examinations by Employer-Designated Physicians.

The Director or Associate Director may at any time require the examination of an employee by an Employer-designated physician at the Employer's expense. Employees who are required to leave work by reason of such examination shall have no deductions made from their sick leave account for the balance of such workday.

If the Employer-designated physician determines that there is no "incapacity," any deductions from the employee's sick leave account will be restored, or if no sick leave was available to the employee, then compensated at the employee's regular rate.

F. Electronic Copy.

The Employer will provide the Association with an electronic copy of this Agreement in the Microsoft Word format.

**ARTICLE XXXIV**  
**SCOPE OF AGREEMENT**

A. Entire Agreement. This Agreement represents the entire agreement between the Employer, the Association, and the Employer's employees which the Association represents. This Agreement supersedes and cancels all previous agreements. It also supersedes all policies of the Employer to the extent that they are in conflict with this Agreement. 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 Association.

B. Agreement Binding. Any agreement reached between the Employer and the Association is binding upon the Employer, the Association and all employees 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 employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting extent to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

**ARTICLE XXXV**  
**DURATION AND AMENDMENT**

A. This Agreement shall become effective January 1, 2012, and shall continue in full force and effect to and including, June 30, 2015. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing between the ninetieth (90<sup>th</sup>) day and sixtieth (60<sup>th</sup>) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement within two (2) weeks of service of said notice and in no event less than fifty (50) days prior to the expiration of the Agreement.

B. If, pursuant to such negotiations, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, the Agreement shall remain in effect on a day to day basis until either party gives twenty (20) days advance written notice to the other party of its desire to terminate the Agreement in which event the Agreement shall automatically expire at the end of said twenty (20) day notice period.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement.

ANN ARBOR DISTRICT LIBRARY

ANN ARBOR DISTRICT LIBRARY  
STAFF ASSOCIATES

---

Margaret Leary  
President, Board of Trustees

---

Graham Lewis  
Co-President, Staff Associates

---

Josie Parker  
Director

---

Glen Modell  
Co-President, Staff Associates

---

Kenneth Nieman  
Associate Director

---

Paul Morrison  
Executive Director

---

Eli Neiburger  
Associate Director

---

Robin Madigan  
Bargaining Committee Representative

---

DeAnn Doll  
Human Resources Manager



**APPENDIX A**  
**CLASSIFICATIONS INCLUDED/EXCLUDED FROM BARGAINING UNIT**

Group 1 (Included Classifications)

Finance Clerk  
Finance Administrative Assistant  
Circulation/Branch Clerk  
Information Desk Clerk  
Community Relations Secretary  
Library Automation Specialist  
Technical Services Clerks I and II

Group 2 (Excluded Classifications)

Director	Component Developer
Associate Director	Graphic Artist
Manager	Library Technician
Digital Services Developer	Public Library Associate
System Administrator	Administrative Assistant to the Director
Librarian	Maintenance Employee
Substitute Librarian	Technohost
System Specialist, Desktop Engineer	Security Assistant
Supervisor	Receptionist
System Technician	Bookshelver/Processor
Administrative Assistant	Casual Employee
Outreach Assistant	Temporary Employee
Vendor & Hardware Specialist	Substitute Employee
Media Producer-AV Specialist	Confidential Employee
HR Staffing Coordinator	Hourly Employee

**APPENDIX B**  
**STAFF ASSOCIATES 2011-2012 SALARY SCHEDULE**

<b>Grade</b>	<b>Salary Low Limit</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Comp. Minimum</b>	<b>Comp. Maximum</b>
11	41,743	44,078	46,412	48,747	59,579
9	35,116	36,722	38,329	39,935	48,809
8	31,885	33,305	34,725	36,145	44,177
7	29,554	30,608	31,661	32,715	39,985
6	27,095	28,033	28,970	29,908	36,554
5	25,081	25,926	26,770	27,615	33,751

**NOTE:** Future changes to this Salary Schedule will be distributed at or about July 1 of each fiscal year.

**APPENDIX C**  
**HEALTH AND SAFETY ISSUES**

The Employer agrees that during the term of this agreement it will, upon the Association's reasonable request, meet in Special Conference for the purpose of discussing enhancements that might be made to its notification processes for the reporting of serious incidents.

**APPENDIX D**  
**ASSIGNMENT OF NON-PUBLIC SECTOR EMPLOYEES**

While the Library reserves the fundamental right to assign employees in the best interest of the Library, it was recognized that the Staff Associates had specific concerns with regard to the assignment of non-public sector employees to the circulation desk on Sundays. The Ann Arbor District Library has not customarily made such assignments in the past, and does not anticipate such assignments being the standard practice in the future. Although unanticipated circumstances may necessitate such assignments on occasion, neither party envisions this being the norm.

APPENDIX E  
GRIEVANCE REPORT FORM  
**Grievance Report Form**  
**Ann Arbor District Library**  
**Staff Associates**

Grievance #:

Name of Grievant:

Assignment:

Branch:

Date filed:

Filed with:

Date Cause of Grievance Occurred or Date Discovered:

Statement of Grievance:

Violation (s) of Master Agreement:

Sections (s):

Relief Sought:

Signature:

Date:

Disposition by Administrator:

Signature:

Date:

*Administrator: After signing disposition, please distribute completed to the grievant, the MEA (4141 Jackson Rd, Ann Arbor, MI 48103) and the Human Resource Office*

## APPENDIX F PERFORMANCE RATING FORM

### Ann Arbor District Library Performance Evaluation - Tally Sheet Non-Supervisory Position

Review Period: \_\_\_\_\_

Employee Name	Position Title	Review Date	Rating*
---------------	----------------	-------------	---------

\*rounded to nearest .01

<u>Job Functions/Responsibilities</u>	<u>Importance</u>	<u>Performance Level</u>	<u>Raw Score</u>
This is a short summary statement.	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
	0	0	0
	0	0	0

Job Function/Responsibility Performance Rating (Raw Score/100)  

<u>Performance Evaluation Factors</u>	<u>Performance Level</u>
Service & Staff Excellence	0
Teamwork	0
Initiative	0
Staff Leadership	0
Professional Development	N/A
Stewardship	0
Planning & Organizing	0
Decision Making	0
Creativity	0
Flexibility	0
	0

Evaluation Factors Performance Rating (Performance Level / # of Factors) 0.00

Overall Performance Rating 0.00

(2/3 Job Function Rating + 1/3 Factors Rating)

- Exceptional (5.5 - 6.0)
- Excellent (4.5 - 5.4)
- Exceeds Expectations (3.5 - 4.4)
- Meets Expectations (2.5 - 3.4)
- Needs Improvement (1.5 - 2.4)
- Unacceptable (1.0 - 1.4)

Alm Arbor . . . strict Library  
Employee Evaluation Form

Employee Name \_\_\_\_\_

Review Period: \_\_\_\_\_

**Rating Scale:**

- Level 1 Unacceptable - *Only to meet the basic responsibilities of the job.* Performance quality is unsatisfactory and consistently below standards or expectations. Ineffective and unhelpful improvement in performance is required.
- Level 2 Needs Improvement - *Does not fulfill most of the responsibilities of the job.* Performance quality falls below what is expected and some correction is needed. Occasional errors or a serious problem unless requested attempts to correct the situation fall or are ignored.
- Level 3 Meets Expectations - *Consistently meets expectations.* A steady contributor; performance quality may at times be slightly above or below expectations. Provides competent and dependable service. Meets expectations in a satisfactory way and meets good performance.
- Level 4 Exceeds Expectations - *Exceeds expected expectations.* Performance quality consistently exceeds standards in most areas, with satisfactory performance in all others. Demonstrates strong knowledge of job responsibilities and duties and anticipates demands of job tasks.
- Level 5 Excellent - *Consistently exceeds expectations and performs far beyond normal job responsibilities.* Performance quality substantially and consistently exceeds standards in all areas. Demonstrates initiative, creativity, leadership, and a high degree of independence in job performance. Work results are clearly worthy of recognition.
- Level 6 Exceptional - *Exceptionally high performance earns this special recognition.* Only for truly outstanding performance; extraordinary service; exemplary contributions.

	Primary duties, major responsibilities, important functions, important projects	Rating	Trend	Performance Comments
1)	This is a short summary statement.			
2)	This is a more detailed description of duties.			This column must be completed.
3)				
4)				
5)				
6)				
7)	Other duties as assigned			

\_\_\_\_\_ 0 \_\_\_\_\_ (Insert exact date)

**Ann Arbor District Library  
Performance Evaluation Factors  
Non-Supervisory Staff**

Employee Name	Rating Level
<p><b><u>Service &amp; Staff Excellence</u></b> (For example: demonstrates integrity, honesty and courtesy in all work situations; identifies and anticipates customer needs; responds promptly and efficiently; presents a positive image and demeanor to public; observes necessary confidences) Comments:</p>	<input type="text"/>
<p><b><u>Teamwork</u></b> (For example: demonstrates strong sense of responsibility to group goals; supports the efforts of others; cooperates with other departments; carries own work load; communicates well and listens) Comments:</p>	<input type="text"/>
<p><b><u>Initiative</u></b> (For example: demonstrates commitment by suggesting or initiating improvements; takes appropriate risks; anticipates tasks and gets them done; makes and seeks suggestions to improve performance) Comments:</p>	<input type="text"/>
<p><b><u>Staff Leadership</u></b> (For example: inspires confidence, respect, enthusiasm and cooperation in others; encourages others; willing to take charge and serve as model, mentor, coach) Comments:</p>	<input type="text"/>
<p><b><u>Professional Development</u></b> (For example: maintains current knowledge of professional literature and trends; participates in workshops, conferences; networks to stay current in profession; seeks training to improve performance or support career) Comments:</p>	<input type="text" value="N/A"/>
<p><b><u>Stewardship</u></b> (For example: uses resources wisely, including time, personnel, materials) Comments:</p>	<input type="text"/>
<p><b><u>Planning &amp; Organizing</u></b> (For example: logically, effectively plans and organizes work; establishes priorities based on customer needs and organizational goals) Comments:</p>	<input type="text"/>
<p><b><u>Decision Making</u></b></p>	<input type="text"/>



# Ann Arbor District Library

## Non-Supervisory Staff

Employee Name

Rating  
Level

(For example: analyzes situations based on policies and customer needs, makes decision and takes action; solicits the opinions of others and builds consensus when possible)

Comments:

### Creativity

(For example: uses imagination and creativity in solving problems and creating practical solutions; identifies and focuses on critical issues)

Comments:

### Flexibility

(For example: easily adapts to changes in workplace; seeks opportunities to broaden work experience; willingly accepts special assignments and working outside key responsibility; willing to accept criticisms and benefit from suggestions)

Comments:

**Ann Arbor District Library  
Overall Performance Rating**

- AADL Values**
1. Excellence in customer service
  2. Providing supporting and enhancing access for all
  3. Working with libraries, organizations and flexibility
  4. Working together, with enthusiasm and optimism, to reach goals
  5. Responsible stewardship of library resources

Employee Name \_\_\_\_\_

Summarize the employee's overall level of performance and circle rating level on scale:

13	11	9	7	5	3	1	0	1	2	3	4	5	6	7	8	9	10	11	12	13
13	11	9	7	5	3	1	0	1	2	3	4	5	6	7	8	9	10	11	12	13
13	11	9	7	5	3	1	0	1	2	3	4	5	6	7	8	9	10	11	12	13

Supervisory Comments: \_\_\_\_\_

Considering the self-evaluation document, describe the employee's primary accomplishments/contributions and the impact this had on the Library (where applicable, refer to AADL values above):

Developmental Objectives and Goals to be accomplished in the coming year:

Signatures: \_\_\_\_\_  
Supervisor

\_\_\_\_\_  
1<sup>st</sup> Level Review

Employee: \_\_\_\_\_  
(Your signature does not necessarily mean that you agree with this review; it is only to acknowledge that your supervisor has met and reviewed it with you.)

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