

Agreement Between
Charter Township of Delta
and the
United Auto Workers Local 2256

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



September 5, 2023 – August 31, 2027

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Preamble

THIS AGREEMENT is made and entered into on September 5, 2023, between the Charter Township of Delta (hereinafter referred to as Delta Township or the *Employer*) and the United Auto Workers Local 2256, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, (UAW) (hereinafter referred to as the *Union*).

Article 1 Purpose and Intent

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

Article 2 Non-Discrimination

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

Article 3 Employer's Rights

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

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

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

Article 4 No Strike Clause

Section 1. Public Policy.

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

Section 2. No Strike.

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

Article 5 Recognition

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

of employment and other conditions of employment for all employees of the Employer included in the Bargaining Unit.

Section 1. Inclusions.

All regular part-time employees and casual part-time employees employed by Delta Township assigned to the Delta Township District Library.

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

Section 2. Exclusions.

All Directors, Assistant Directors, and Supervisors assigned to the Delta Township District Library.

Section 3. Notification

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

**Article 6
Union Security and Union Membership**

Section 1. Union Membership

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

Section 2. Union Dues Payments

All employees in the Bargaining Unit may pay to the Union, the employees' exclusive collective bargaining representative, union dues.

Section 3. Deduction of Dues

During the term of this Agreement, the Employer agrees to deduct from the pay of each Union member all dues of the Union and pay such amount deducted to the Secretary-Treasurer for Bargaining Unit Member: provided, however that the Union first presents to the Employer an authorization signed by each Bargaining Unit Member allowing for such deduction.

The Employer agrees to deduct all applicable dues and initiation fees of the Union on a monthly basis, based on information provided by the Union- The Employer agrees to forward those deductions to the Secretary-Treasurer of the Union on a monthly basis.

Section 4. Hold Harmless

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

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

Article 7 Union Rights

Section 1. Stewards

There shall be two (2) stewards assigned to the bargaining unit. Stewards may not be from the same department within the Library. There shall also be one (1) Chief Steward who shall be the President of the Union. The Chief Steward and Stewards shall be chosen in any manner the Union may designate but shall have been in the regular employ of the Employer for at least one (1) year prior to their selection. The Union will notify the Employer in writing of the names of the Chief Steward and Stewards.

Section 2. Investigation of Grievances

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

Section 3. Bargaining Committee

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

Section 4. Bargaining Sessions

Employees on the bargaining committee who are scheduled for work at the same time a bargaining session has been agreed on by the negotiating parties will be released from work without loss of pay during the bargaining period and for a period of up to, but not to exceed, thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No employee will be given additional compensation for time spent in bargaining sessions which are outside their scheduled workday and/or hours.

Section 5. Union Bulletin Boards

The Employer will provide one (1) bulletin board of at least thirty-six (36) inches by eighteen (18) inches in size, which may be used by the Union for posting notices of interest to the membership. The Union will have the exclusive right to the use of its assigned bulletin board and may post union notices that are specifically related to union activities and events. The Union shall not post items in any other locations in the library.

Section 6. Use of the Library Facilities

The Library Director or designee will cooperate with the Union concerning any requests for Union meetings on the Library property subject to approval and such rules, regulations and restrictions on use as established in the Library's Meeting Room Policy. It is understood that the Employer is extending the use of its facilities to the Union in this regard as a courtesy and

therefore, nothing pertaining to this understanding shall be subject to the Grievance or Arbitration procedure.

Section 7. Union Leave

- a. Union leave with pay of five (5) hours or less will automatically be granted with two-week (2) notice unless the Employer demonstrates a hardship. The Employer may use any means necessary to attempt to cover the work during the absence.
- b. A union leave for longer than five (5) hours shall be by mutual agreement. The Union shall pay for any union leave wages beyond five (5) hours.
- c. Union agrees to pay the employee for any wages the employee would otherwise have received from the Employer.
- d. Only one (1) bargaining unit employee at a time may be permitted to take union leave under this section, no more than four (4) times per calendar year unless by mutual agreement.

Article 8 Employee Conduct

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

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

Article 9 Personnel Files

Section 1. Official Personnel File

A personnel file is maintained on every employee of the Delta Township. All material in these files is strictly confidential and secured under the custodianship of Delta Township Human Resources Department

Section 2. Official Access

The following persons shall have the right of access to an inspection of an employee's personnel file or any individual document contained or to be contained therein:

- a) The employee who is the subject of the file.

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

Section 3. Access Limited

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

Section 4. Written Reprimands

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

Section 5. Employee Access

An employee, upon written request to the Library Director or the Delta Township Human Resource Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, their personnel record. The review shall take place in the Delta Township Human Resources Department during normal office hours unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

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

Article 10 Grievance Procedure

Section 1. Statement of Purpose

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

Section 2. Exclusions from Grievance Process

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

Section 3. Representation

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

Section 4. Grievance Process

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

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

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

Step 3. If the matter is not adjusted in Step 2, the Union may, by written notice to the Employer no later than fifteen (15) calendar days after the Step 2 answer, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter stated. The Union, within ten (10) calendar days of the date of its notice to the Employer of its desire to arbitrate the grievance, shall notify the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). It is also agreed that the FMCS or AAA shall make their random panel selections from the States of Michigan, Ohio, Indiana, and Illinois. The Employer and the Union may agree to the selection of an arbitrator from this panel or independently from the panel provided by FMCS or AAA. If the Employer and the Union cannot agree to an arbitrator, the arbitrator shall be chosen by the alternate striking of names by the Employer and the Union until only one name remains, with the Employer striking the first, third and fifth name and the Union striking the second, fourth and sixth name. Either party may request that a second panel be furnished if the first list is not acceptable. Following the selection of the arbitrator, the parties shall make arrangements for a hearing and decision on the grievance without unreasonable delay. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have any authority to add to, detract from or alter in any way the provisions of the Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, and all employees. The costs of the arbitration shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, court reporter fees, and the cost of the hearing room. Except by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time, except as to those grievances that involve the same facts and the same legal issues.

Section 5. Time Limits

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

Section 6. Accelerated Arbitration

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

Article 11 Special Meetings

Special meetings for important matters that could lead to a reduction in staffing or layoff and are not covered under the collective bargaining agreement may be arranged between the Union and the Employer at a mutually convenient time and place.

Article 12 Delta Township District Library Positions

Section 1. Part-Time Positions

Regular part-time positions include any position that is budgeted to work no less than twenty (20) hours per week and no more than forty-four (44) per pay period. Any position that is budgeted less than twenty (20) hours per week shall be considered casual part-time.

Only employees as described in Article 5, Section 1 are covered by this Agreement. Time limits specified above may be extended by mutual agreement of the parties.

Section 2. Subcontracting

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

- a) The services are so temporary, intermittent, or irregular in nature that they cannot be provided efficiently through the Bargaining Unit.
- b) The services are uncommon to the Bargaining Unit because they are so specialized, technical, peculiar, or unique in character that the talent, experience, or expertise required to accomplish the duties and responsibilities would not normally be recognized as normal to the work performed by the Bargaining Unit and cannot be efficiently included in the classification plan.

- c) The services involve the use of equipment or materials not reasonably available to the Library at the time and place required and the estimated cost to Delta Township in procuring such equipment or materials and establishing the needed positions would be disproportionate to the contract cost.
- d) The defined services would be performed at demonstrated savings to the Library over the life of the contract when compared with having the same level of services performed by the Bargaining Unit. The Library will give the Union advance notice that it intends to subcontract work and the savings involved. In the event the Library determines to use an independent contractor to do regular bargaining unit work which would result in the elimination of bargaining unit positions, it will meet and confer with the Union a minimum of sixty (60) days in advance to elicit their suggestions on other alternatives to subcontracting.

Section 3. Other Persons Exempt from This Agreement

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

- a) Volunteers. The Library may establish a Volunteer Program based on library needs. The Library agrees to notify the Union if such a program is established. In no event will volunteers displace bargaining unit employees.
- b) Student Interns. Student interns, who are enrolled in a Masters of Library Science (MLS) or equivalent program, may perform basic level librarianship work for a limited period of time. In no event will Student Interns displace bargaining unit employees or be paid at a rate higher than bargaining unit employees.
- c) Work-Study. Students hired under the Federal Work-Study Program.

Article 13 Probationary Period

Section 1. Purpose

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

Section 2. New Employees

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

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

Section 3. Current Employees

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

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

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

Article 14 Seniority

Section 1. Definition

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

Section 2. Seniority Status

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

Section 3. Definitions of Seniority

Seniority shall be defined as the following:

- a) Library seniority shall be the length of continuous service in the library since the employee's last date of hire.

Section 4. Loss of Seniority

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

- a) The employee is discharged for just cause and the discharge is not reversed; or
- b) The employee retires; or
- c) The employee resigns or quits; or

- d) The employee is laid off for a period of two (2) years or the length of the employee's seniority, whichever is shorter; or
- e) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff before the beginning of the third workday following the absence.

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

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

Article 15 Layoff

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

- 1) Probationary employees and casual part-time employees within the same classification shall be laid off first before any regular part-time employees.
- 2) Among the remaining employees, given equal ability and qualifications to do the available work by employees within a given position, library seniority, as defined in Article 14, shall govern the order in which regular part-time employees within the same classification are laid off.

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

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

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

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

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

Article 16 Salary Classifications

While employed by Delta Township, employees are designated as being in salary classifications corresponding to their particular positions. Classification levels carry minimum and maximum rates of pay with a provision for increases according to a uniform schedule (see schedule below). No employee shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification, except in circumstances as outlined in 1 and 2 below.

Section 1. Regulations for Classification Schedule:

- a) All employees new to Delta Township, assigned to the library, shall be paid the minimum rate for the classification.
- b) When employees are moved to a new job classification or their positions are reclassified upward, they shall receive the minimum rate for the new classification. If said minimums are less than their former rate, employees shall be paid at the next increment step above their former rate.
- c) The date for increases for an employee new to Delta Township employment shall be at one-year intervals on their anniversary date until such time as the employee reaches the maximum rate of pay for the classification.
- d) If an employee is in a position which is reclassified upward and is at the minimum rate for the classification, the date for increases shall be at at one-year intervals on their anniversary date until such time as the employee reaches the maximum rate of pay for the classification.
- e) Increases in salary shall be by successive steps of the salary schedule in accordance with the rules promulgated above. The amount of the increases, however, will be as indicated in the step schedule.

Section 2. Promotions and Transfers:

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

Section 3. Job Descriptions

The Library will provide a job description for each position contained in the bargaining unit. These descriptions will be located in the Delta Township Human Resources Office and a copy of a description will be forwarded to any employee upon request.

Article 17
Working Hours and Overtime Compensation

Section 1. Hours of Work

The normal work hours for regular part-time employees and casual part-time employees shall be determined by their supervisors.

Section 2. Absences

Employees are expected to maintain good attendance. When absent from work, employees must notify their supervisor or Library Director of the absence prior to the start of their shift. Failure to give proper notice could result in disciplinary action.

Section 3. Breaks

Employees are permitted a paid break of up to but not longer than fifteen (15) minutes for each four (4) hours of work. Breaks are to be taken with the approval of the employee's supervisor at a time and in a manner that shall not interfere with the efficiency of the Library. Employees must punch out if they leave Library premises.

Section 4. Lunch/Dinner Break

Employees are permitted a thirty (30) minute unpaid lunch or dinner break for any work period longer than six (6) hours. Employees must punch out for lunch breaks, regardless if they leave the premises.

Section 5. Break Exceptions

It is understood that the Employer will make a reasonable effort to make it possible for employees to have uninterrupted breaks. However, exceptions may be made when staffing levels require employees to remain in the building. Employees required to remain in the building during their break will be paid for that time at their regular rate of pay. If an employee is required, to remain in the building during their meal break by their supervisor, it must be noted on their time card.

Section 6. Closed Holiday and Closed Weekend Days

No casual part-time bargaining unit employee shall be regularly scheduled on closed weekend days. No casual part-time employee shall be scheduled on paid Township recognized holidays.

Section 7. Overtime Payment Policies

Overtime work is any authorized work performed by the employee which exceeds forty (40) hours in a work week. Employees must obtain the prior written consent of the Library Director before working any overtime hours. Failure to obtain such prior written consent shall be grounds for discipline, up to and including termination. Employees covered by this Agreement shall be compensated at one and one-half (1 ½) times their regular rate of pay for all overtime hours.

Article 18 Other Leave

Section 1. Military Leave

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

Section 2. Bereavement Leave.

If you are a regular part-time employee and a death occurs in your family, you will be compensated for up to three (3) days off from your regular work schedule in accordance with the following guidelines:

You will be granted up to three (3) days off work, with pay, in the event of the death of your current spouse, child, parent, sibling, grandparent, step-parent, grandchild, current parent-in-law, step-child, or any dependent who resides permanently within the employee's household.

One (1) day of absence, with pay, will be granted a regular part-time employee immediately following the death of a current grandparent-in-law or step-sibling.

All requests for bereavement leave should be made to the employee's immediate supervisor. It shall be the employee's responsibility to provide proof of death and proof of the relationship of the deceased upon returning to work, if so requested.

Section 3. FMLA.

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

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

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

Section 4. Jury Duty

If you are a regular part-time employee who is summoned to jury duty, Delta Township will supplement the difference between your regular pay and the allowance you receive from the Court for such jury duty service for up to a maximum of thirty (30) calendar days per year. The employee must turn over documentation to Delta Township Human Resources of all monies received from the Court for such jury service in order to be eligible for such supplemental pay.

Section 5. Absence Without Permission.

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

Section 7. Unpaid Leave of Absence.

Unpaid leave may be granted at the discretion of the Library Director. Requests for such leave shall be submitted to the Library Director 30 days prior to the first (1st) day of the requested leave, if possible. Said request shall state the reason for the requested leave and the length of the leave requested, including the date of return if leave is granted.

**Article 19
Workers' Compensation**

Section 1. Reporting

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

Section 2. Coverage

Employees covered by the Township's Worker's compensation insurance will be provided for as outlined in the Delta Township Employee Manual.

**Article 20
Committee for Workplace Engagement**

A committee shall be formed for the purpose of addressing Library and Union concerns and improvements. The Committee will develop training, procedures, and policy recommendations for management review. Management has no obligation to enforce any recommendations provided by this committee. Direction of the Committee shall be carried out by one (1) full-time employee (supervision) co-chair and one (1) part-time employee (bargaining unit member) co-chair.

**Article 21
Social Security**

All Library employees, unless specifically exempted from Social Security by Federal law, are automatically covered by Social Security with required payroll deductions. Information on the Social Security System is available through the Delta Township Human Resources Department.

Article 22
Education/Certification Provisions

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

Article 23
Miscellaneous

- A. Mileage. Mileage reimbursement for employees using their personal vehicles for pre-approved Library work shall be at the IRS rate.
- B. Direct Deposit. The Employer shall pay employees by direct deposit of their payroll checks or through a payroll debit card, subject to provisions of Public Act 323.
- C. Job Postings. The Library will provide the Union with notification of any position it posts which may contain work which is performed by bargaining unit employees.
- D. Management Doing Bargaining Unit Work. The Library will attempt to utilize bargaining unit employees to perform bargaining unit work, realizing the work of non-union personnel overlaps with bargaining unit work. It is the intent this practice will continue. However, this language is also intended to provide that the Library will not supplant bargaining unit employees with non-union employees for purposes of employment levels and overtime.
- E. Return of Library Property. At the time of voluntary and involuntary termination, layoff or retirement, all regular and casual part-time employees shall have the responsibility of turning in all Library materials, equipment, and other property at termination of their employment. To the extent allowable by Michigan law, the Township may withhold a portion of the employee's final paycheck if property is not promptly returned.

Article 24
Save Harmless Clause

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

Article 25
Provision of Agreements

Section 1. Agreement.

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

Section 2. Supplemental Agreements.

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

Article 26
Wages

Wage schedule will be implemented January 1, 2024 as follows.

1. All employees will follow the Delta Township 2023 Part Time salary schedule through 2023, including any step increases due to anniversary dates.
2. January 1, 2024 all employees will move to new wage scale attached as Appendix A. Increase by 2% January 1, 2025 (attached as Appendix B) and by 2% January 1, 2026 (attached as Appendix C)
3. New employees hired after the date of agreement through 2024 will be under the new employee wage scale attached as Appendix A. Employees hired in 2025 will follow new wage scale attached as Appendix B. Employees hired in 2026 through end of contract will follow new wage scale attached as Appendix C.

EFFECTIVE DATE

This agreement shall become effective as of September 5, 2023.

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

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

Charter Township of Delta
at Delta Township District Library
5130 Davenport Dr
Lansing MI 48917



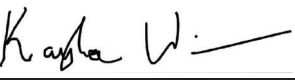
Gabriel Lozano, Bargaining Committee



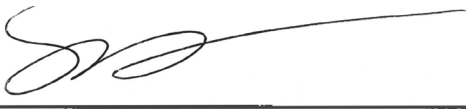
Mary Rzepczynski, Library Director



Jill Corrin, Bargaining Committee



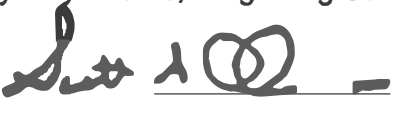
Kayla Wilson, Head of Technical Services




Sydney Adams, Bargaining Committee



Wendy Yaney, Delta Township
Human Resources



Scott Dedic
UAW International Representative



Steve Dawes
UAW International
Region 1D Director

Appendix A

Effective Jan 2024	Step 1	Step 2	Step3	Step 4	Step 5	Step 6	Step 7	Step 8
Page	10.56							
Circ Clerk/Custodian	15.24	15.70	16.17	16.65	17.15	17.67	18.20	18.74
Library Assistant	16.84	17.35	17.87	18.40	18.95	19.52	20.11	20.71

Library Assistants		Circulation/Processing Clerk		Custodian	
Employee	Step	Employee	Step	Employee	Step
Adams	5	Bills	5	Brown	2
Gullett	5	Corrin	5		
Heid	2	Long	5		
Klein	5	Lozano	4		
Laza	5	Miller	1		
Schafer	2	Milliman	5		
Susnjar	5	Sandstrom	5		
Wessels	2	Schafer	5		
		Webster	3		

Appendix B

Effective Jan 2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Page	10.77							
Circ Clerk/Custodian	15.5448	16.0111	16.4914	16.9862	17.4958	18.0206	18.5613	19.1181
Library Assistant	17.1768	17.6921	18.2228	18.7695	19.3326	19.9126	20.5100	21.1253

Appendix C

Effective Jan 2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Page	10.98							
Circ Clerk/Custodian	15.8557	16.3313	16.8213	17.3259	17.8457	18.3811	18.9325	19.5005
Library Assistant	17.5203	18.0459	18.5873	19.1449	19.7192	20.3108	20.9202	21.5478