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Title: **Thrall Public Library District of Middletown and Walkill and Middletown Thrall Library Professional Librarians Association (2003)**

Employer Name: **Thrall Public Library District of Middletown and Walkill**

Union: **Middletown Thrall Library Professional Librarians Association**

Local:

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RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 1 0 2004

ADMINISTRATION

AGREEMENT

BETWEEN

Thrall Public Library District of Middletown and Walkill

AND

Professional Librarians' Association of Middletown Thrall Library

July 1, 2003 – December 31, 2006

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 1 3 2004

ADMINISTRATION

I. Recognition

A. The Professional Librarians Association of Middletown Thrall Library, hereafter referred to as the Association, shall be the sole and exclusive representative for all full-time annually salaried professional librarians of the Thrall Public Library District of Middletown and Wallkill, hereafter referred to as the Employer, excluding those designated as management confidential.

II. Payroll Deductions

A. Dues Deductions

1. The employer agrees, under the terms set forth below, to deduct dues and agency fees for the Association from the salaries of employees who individually and voluntarily authorize such deductions.
2. Deductions will be made in twenty-six (26) equal installments. Each of the installments is to be transmitted as directed by the Association within one (1) week of the date of deduction.
3. No later than two (2) weeks prior to the first September payroll date, the Association shall certify to the employer the following:
 - a. The current rates of membership dues and agency fees.
 - b. A list of those employees who have voluntarily authorized the deductions and their signed authorization cards.
4. Additional authorizations submitted at least two weeks prior to any regular pay period shall be honored and deductions made in equal installments so that no unpaid balance remains after the last paycheck in August.
5. An employee may withdraw his/her authorization any time by written notice received by the employer at least (2) weeks prior to the effective pay period with full remittance of the unpaid balance to the Association.
6. Employees who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The employer shall deduct the agency fee from the salaries of all non-Association members and shall transmit the sum at the same time and in the same manner as the dues deducted from the salaries of Association members. Upon request of any member or the employer, the Association shall provide a detailed accounting of its expenditures and/or detailed description of its agency refund procedure to said members and/or employer. The Association represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction which represents that employee's pro-rata share of expenditures in aid of activities or cause of a political or

ideological nature only incidentally related to the terms and conditions of employment. The Association will provide the employer with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision.

7. The Association shall indemnify and save and hold the employer and any and all of their employees, representatives, officers and/or members of the Library Board (collectively "employees" and "employer") harmless against all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the employer or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of the Agreement and/or State law.

III. Work Week

A. Work week for all full time professional librarians shall consist of thirty-five hours, Monday - Saturday. No professional librarian shall be scheduled to work less than three hours in one workday, unless requested to because of exceptional circumstances and upon mutual agreement with his/her supervisor.

B. Full time professional personnel who are required by exceptional circumstances to work Sundays shall be granted compensatory time at the rate of 1 3/4 times the hours worked (i.e. seven (7) hours compensatory time for four (4) hours worked on Sunday.)

C. If any member volunteers to work on Sunday, he/she will be paid \$30.00 per hour. No more than one member may volunteer per week.

IV. Snow/ Inclement Weather Days

A. It is expected that the Library will be open to service its public on inclement weather days, including snow days. Unit workers are expected to report to work on time on such days unless otherwise advised by the Board or its designee. Notwithstanding the above, should public roads be declared closed by the State and/or County, unit members shall not be required to report until the roads are declared safe for passage.

B. Should the Library be closed due to inclement weather, unit members shall be paid for their regular day's salary for such days when advised not to report for work.

V. Paid Vacations

A. All full time professional librarians with less than five (5) years of service will be granted twenty-two (22) working days.

B. All full time professional librarians with five or more years of service will be granted twenty seven (27) working days.

1. If the annual service is less than twelve (12) months but six (6) months or more prior to a new fiscal year, vacation allowance may be prorated. Example: six months of service $6/12$ of 10 = five (5) days vacation. At separation, vacation shall be prorated in the same manner.

2. A newly appointed professional librarian earns no vacation time if he has served less than six (6) months prior to the new fiscal year.

3. Full time librarians may accumulate up to thirty-five hours of vacation for use the following year.

C. For full time professional librarians hired on or after July 1, 1994, the vacation entitlement will be twenty (20) working days, and twenty-two (22) working days after ten (10) years of service.

VI. Paid Holidays

A. All full time librarians will receive fourteen (14) paid holidays. These fourteen holidays will include one floating holiday to be selected by the librarian. No work will be required even though the library may be open. The remaining holidays are:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

B. If a holiday falls during a full time librarian's approved vacation period, it shall not be charged against his vacation.

VII. Sick Leave

A. Full time librarians are entitled to fourteen (14) working days per year on account of personal illness or physical disability.

B. If any librarian does not use the full amount of sick leave allowed in a fiscal year, the amount of sick leave not used shall be accumulated from year to year and used, if needed up to the number of accumulated days. Any accumulation of sick leave heretofore granted by the employer shall be counted toward accumulated leave.

C. In cases of absences for illness or physical disability, the librarian shall give his immediate superior as much prior notice as possible, both of the absence and of his

return to duty. A medical doctor's statement may be required for all absences in excess of three (3) consecutive workdays at the discretion of the Library Director.

D. The maximum accumulated sick leave upon retirement will be 210 days. Reimbursement for unused sick time at the time of separation in good standing or death shall be calculated according to the following chart:

Years	Average Accumulated Days			
	10+	7-9	5-6	0-4
1-3	\$35	\$30	\$25	\$20
4-10	45	40	30	25
11-20	50	45	35	30
21+	55	50	40	35

VIII. Sick Leave Extended

A. Sick leave at half pay for personal illness shall be granted to a professional librarian eligible for such leave and subject to the following conditions:

1. The librarian shall not have less than one year continuous service.
2. The librarian's sick leave, vacation credit, overtime, and personal leave credits and other accrued credits shall have been exhausted.
3. The cumulative total of all sick leave at half pay granted to any librarian during his service shall not exceed a one week period for each completed six (6) months of service.
4. Satisfactory medical documentation shall be furnished and continue to be furnished at the request of the employer.
5. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

B. Sick leave at half pay will not be granted or shall be terminated where the librarian is determined to be permanently disabled and unable to perform the duties of his position.

IX. Health Insurance

A. The employer will provide health insurance in the form of the Empire Plan with Core Plus Medical and Psychiatric Enhancements, or its equivalent to all

employees effective April 1, 1999. Members will contribute .5% of their salaries toward individual plans or 1% of their salaries towards family plans beginning January 1, 2005. This contribution shall not exceed \$600.

B. Any unit member whose spouse is entitled to family coverage under the same health insurance plan shall be ineligible for family coverage through the employer unless such spouse is subject to the same restriction, in which event the plan's birthday rule or other rule shall determine which spouse shall be entitled to the family coverage. The restriction shall not apply where both spouses seek to enroll for individual coverage.

C. An employee may choose to waive the health insurance benefit which he/she is otherwise entitled to and receive a sum of \$650 instead. In the event that this employee is entitled to family coverage, the employee will receive a sum of \$2,500 instead.

X. Dental Insurance

A. The employer will provide for employees the GE GROUP LIFE ASSURANCE COMPANY DENTAL PLAN HELD BY THE TRUSTEE OF THE NEW YORK STATE SCHOOL INSURANCE TRUST or at least its equivalent.

XI. Annual Increments

A. All new full time librarians must be employed six months prior to July to be eligible for the next annual step increment.

XII. Personal Days

A. There shall be granted three (3) days personal leave, with full pay, accumulative to five (5) days for matters of urgent or important nature exclusive of illness or death in the immediate family, not to be charged against sick leave credit, for all full time librarians. No personal leave may be used immediately before or after a vacation period unless approved by the Library Director.

B. Personnel are not required to state the reason why a personal leave day is requested.

C. It is expected that prior approval will be received from the Library Director at least a day before personal leave is to be taken. This prior approval may be waived in unusual circumstances in which the need for personal leave could not be anticipated.

D. All unused personal leave days will be added to the total of previously accumulated unused sick leave days. This will be performed annually as of July 1 of each year.

E. Poor driving conditions, impassable roads and inclement weather are not considered reasons for personal leave. It is the responsibility of the employee to be present on regular work days. Problems of transportation shall be the individual's responsibility and should be taken into consideration when the appointment is accepted.

NOTE: Immediate family is defined as wife, husband, father, mother, child, brother, sister or grandchild of the employee or the employee's spouse.

XIII. Death in the Immediate Family

A. Leave for each death in the immediate family is three (3) days with full pay not charged against sick leave. Two (2) additional days, when taken will be charged against two (2) sick leave and/or personal days.

XIV. Serious Illness in the Immediate Family

A. Leave for serious illness in the immediate family is five (5) days with full pay not charged against sick leave. These days are not cumulative.

XV. Other Approved Leaves

A. Child Care Leave

1. A librarian may request a child care leave of absence without pay not to exceed two (2) years provided that a three (3) month advance written request is submitted specifying respectively the first day upon which leave is to commence and the first day of return to work.

B. Jury Duty

1. Employees who are called for jury duty shall be entitled to full pay on such days. Should a juror's fee be paid, the library shall be reimbursed in the amount of such fee minus payments for meals and travel expenses. Where a court within the county employs an on-call system, the employee shall request to be on-call for jury service where practicable.

C. Disability Leave

1. All full time professional librarians who receive a personal injury while serving in the library shall receive the first five (5) days off duty with full pay. These days are not deductible from accumulated sick leave.
2. When a full time professional librarian employed continuously for a period of one year, receives compensation under the Workers Compensation Law on

account of disability and as a result of an injury received in the course of employment by Thrall Public Library District of Middletown and Wallkill, the employer shall pay the difference between what he receives as compensation and his regular rate of pay during the period of disability, which difference shall be paid, however, not exceeding the period of one year.

3. In the event disability continues for a period exceeding one (1) year and the librarian continues to receive compensation under Workers Compensation Law on account of such disability, he shall elect within ten (10) days after the anniversary date of his injury whether he desires to receive sick leave with pay during the period of disability for which he receives compensation. Such writing must be filed with the Library Director and the Library Board of Trustees. In the event such librarian elects to receive sick leave with pay during such disability, he shall, for the period of his disability, not exceeding his accumulated and unused sick time, be paid the difference between the amount he receives as compensation and his regular rate of pay and the time he is so paid shall be deducted from his accumulated sick leave time.

D. Leave of Absence

1. A professional librarian, who has been granted a leave of absence by the employer of six (6) months or less, shall have no interruption in continuous service to determine step on the salary schedule, longevity increments, and vacation time. If an official leave is granted for more than six months, the employee returns on the same step and credited year of service as when the beginning the leave. A librarian returning from an official leave of less than one (1) year shall have vacation time for that year prorated on the basis of one-twelfth for each month of actual service during that year.

E. Religious Holidays

1. When a librarian elects to take leave for a religious holiday or holidays, the day or days will be charged against accumulated number of sick days and/or personal leave of the individual.

F. Professional Visits

1. Librarians may apply for leave with pay and expenses to attend library association conferences or other library facilities for professional development. Prior recommendation of the Library Director shall be obtained before presentation to the Library Board of Trustees for approval.

2. Members shall be reimbursed at the prevailing IRS mileage rate for automobile travel or for the cost of public transportation.

XVI. Civil Service Status

A. The parties acknowledge that the positions in this negotiations unit are subject to the Orange County Civil Service Rules and Regulations.

XVII. Vacancy Notification

A. All librarians shall be notified of all librarian vacancies which offer the employee a change of Civil Service assignment.

XVIII. Seniority Preference

A. All professional librarians will be protected in the order of continuous service seniority time for consideration of such things as job opening placement, shift assignment, order of layoff and rehiring (as governed by Orange County Civil Service Rules and Regulations), vacation preference and selection of holiday time off. Overtime work shall be assigned in accordance with seniority except where the work requires the assignment of a duty-classified employee.

XIX. Grievance Procedure

To provide for settlement of differences the following procedure shall be used:

A. The librarian shall confer informally with the Library Director.

B. If the grievance has not been resolved to the satisfaction of the librarian at the first step, the librarian shall submit his grievance in writing to the Library Director. A meeting will be held within three working days with the Library Director, the parties involved and the Association's representative.

C. A written decision will be rendered by the Library Director within five (5) working days of the meeting in step B.

D. If the decision of the Library Director fails to resolve this grievance or no decision is rendered within ten (10) working days, a petition will be made to the Library Board of Trustees for a review and determination.

E. If the member is still not satisfied with the decision of the Library Board of Trustees, the full complaint may be submitted within fifteen calendar days to the American Arbitration Association for final and binding determination pursuant to the rules and regulations of the American Arbitration Association. Cost of this will be evenly split between the Library and the Association.

XX. Discipline and Discharge

In lieu of section 75 Civil Service Law hearing rights, members entitled by law to disciplinary hearings shall be entitled to file a grievance based on a claim that disciplinary action taken against them was without just cause.

Disciplinary arbitration must be demanded in writing within 21 calendar days from the time disciplinary action was taken.

The arbitrator's decision shall be final and binding upon all parties. The arbitrator shall be selected on the basis of first availability and to the extent practicable on a rotating basis among:

Carol Wittenburg
Howard Edelman
Arthur Reigel
Susan Mackenzie

The Employer may give oral criticism about job performance, which shall not be deemed disciplinary in nature and shall not be subject to the grievance procedure.

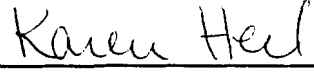
XXI. Salary Provisions

A. Salary schedules for Library Assistant, Librarian Trainee, Librarian I, Librarian II, and Librarian III are attached.

SO AGREED, this 10th day of November, 2004.

For the Employer


President, Board of Trustees

For the Association


President

Appendix I

Page 1

Library Assistant

Year	July 2003	2004	2005	2006
1	33630	34639	35679	36749
2	34774	35817	36892	37999
3	37180	38295	39444	40628
5	39750	40943	42171	43437
7	42499	43774	45087	46440
10	45461	46824	48229	49673
14	46984	48393	49845	51340
18	48582	50039	51540	53087
22	50232	51738	53291	54880
26	51814	53368	54969	56613

Librarian Trainee

Year	July 2003	2004	2005	2006
1	35499	36564	37661	38791
2	36705	37806	38940	40103
3	39244	40421	41634	42883
5	41958	43217	44514	45849
7	44860	46206	47592	49020
10	47937	49427	50910	52437
14	49534	51082	52614	54192
18	51281	52819	54404	56036
22	53022	54613	56251	57939
26	54692	56333	58023	59764

Librarian I

Year	July 2003	2004	2005	2006
1	37367	38488	39643	40832
2	38638	39797	40991	42221
3	41311	42550	43827	45142
5	44167	45492	46857	48263
7	47221	48638	50097	51600
10	50512	52027	53588	55196
14	52204	53770	55383	57044
18	53980	55599	57267	58985
22	55813	57487	59212	60988
26	57571	59298	61077	62909

Appendix I

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Librarian II

Year	July 2003	2004	2005	2006
3	43147	44441	45774	47147
4	44615	45953	47332	48752
5	46131	47515	48940	50408
6	47700	49131	50605	52123
7	49322	50802	52326	53896
8	50999	52529	54105	55728
9	52733	54315	55944	57622
10	54553	56190	57876	59612
14	56380	58071	59813	61607
18	58298	60047	61848	63703
22	60280	62088	63951	65870
26	62177	64042	65963	67942

Librarian III

Year	July 2003	2004	2005	2006
5	49821	51316	52855	54441
6	51516	53061	54653	56293
7	53267	54865	56511	58206
8	55079	56731	58433	60186
9	56952	58661	60421	62234
10	58918	60686	62507	64382
14	60891	62718	64600	66538
18	62961	64850	66796	68800
22	65102	67055	69067	71139
26	67151	69166	71241	73378