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AGREEMENT

between the

**BOARD OF TRUSTEES
TOMPKINS COUNTY PUBLIC LIBRARY**

and the

**TOMPKINS COUNTY PUBLIC LIBRARY
PROFESSIONAL STAFF ASSOCIATION
UAW 2300**

Effective

January 1, 2002 through December 31, 2005

RECEIVED

JUN 15 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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1) **INTRODUCTION**

- A. In this settlement, effective the 1st day of January, 2002, through the 31st day of December, 2005, the Tompkins County Public Library Board of Trustees shall be referred to as the Library, and the Tompkins County Public Library Professional Staff Association, UAW Local 2300 shall be referred to as the Association/Union. Negotiations for a new contract will begin upon 30 days formal notice in writing to the other party after July 1, 2005. Either party may initiate the request.
- B. The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Law, local laws and resolutions now or hereafter adopted by the Library, which are not inconsistent with said laws, shall govern the terms of this Agreement.

2) **RECOGNITION**

- A. The Library recognizes the Association as the sole and exclusive representative for all professional employees, excluding the Director and Assistant Director.
- B. In accordance with Section 210 of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike. In return, the Library will bargain in good faith.
- C. The Library shall accord the Association a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Library. No other unrecognized employee organization shall be accorded any such payroll privilege.
- D. The Association shall indemnify and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by the Association to the Library.

3) **MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Library are retained by it, including but not limited to, the right to determine the mission, purpose, objectives, hours, scheduling, days off, and policies of the Library; to determine the facilities, methods, means and number of personnel required for conduct of Library programs; to adhere to the New York State Civil Service Law, including the examination, selection, recruitment, hiring, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with law and the provision of this Agreement.

4) **RECIPROCAL RIGHTS**

- A. The Library and the Association will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status, sexual orientation.
- B. The Library will not interfere with, restrain or coerce the employees because of membership or lawful activity in the Association.
- C. The Library recognizes the rights of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract.
- D. The Association agrees that it and its members will restrict the amount of necessary Association activity conducted on Library time to the lowest possible minimum, excluding contract negotiations, and agrees to use everything in its power to prevent abuses of using Library time privilege and to advise its members when necessary of any abuses of this privilege.
- E. The employee and the Association representative shall be permitted to attend any formal grievance, arbitration, or hearings without loss of pay. The Association representative shall notify the Library Director as soon as possible when scheduled to attend these hearings.
- F. The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the library, subject to the approval of such notices by the Library Director.
- G. The Association will promptly advise the Library Director, in writing, of any changes in Association officials and representatives.
- H. Time off without pay shall be granted for Association conferences, provided ten working days notice is given, in writing, to the Library Director, with a limit of one person at one time from the Library. The employee may alternatively charge off such time against compensatory time off, vacation time, or personal time. There will be a maximum time limit of five days per person per year.

5) **LIBRARY HOURS**

- A. The Library will set the hours of operation for the Library. Consistent with TCPL policy, the Library will consider the needs and reasonable requests of its employees, but shall not be bound by the same.
- B. In the event that the Library decides to change its hours such that it will close entirely on any given weekday (Monday – Friday), the Library must negotiate a mutually acceptable agreement on the terms and conditions for a change with the union no less than 30 days prior to implementing a change.

6) **WORK WEEK**

- A. The standard work week of the Library shall be 35.0 hours.
- B. The Library will not require any bargaining unit employee to work after 9:00 PM or before 9:00 AM on Monday through Thursday; after 6:00 PM or before 9:00 AM on Friday or Saturday; and after 5:15 PM or before 12:45 PM on Sunday, September – June, contingent upon funding.
- C. In arranging for assignments, shifts, days of work, and days off, the Library shall give adequate notice and take into consideration reasonable individual needs; seniority will be considered.
- D. Sunday Hours
 - 1. Employees of the Library, as of June 18, 1997, and future employees hired in these positions shall not be compelled to work Sundays.
 - 2. Employees of the Library, as of June 18, 1997, will be offered the option of working Sundays on the basis of seniority, except that once someone has worked a Sunday, he/she goes to the bottom of the list and is not scheduled again until all others who wish to work have worked. In the event that there are no volunteers, the three most recently hired Librarian I positions may be required to work.
 - 3. Sunday hours for employees of the Library, as of June 18, 1997, will be in addition to those worked during the regular work week, Monday through Saturday.
 - 4. A Sunday shift will commence fifteen minutes before opening and end fifteen minutes after closing.
 - 5. Professional staff training for new employees will take place during the regular work week, Monday through Saturday.
 - 6. Planning and implementing Sunday programming will be the responsibility of Sunday staff. Other staff may volunteer.
 - 7. Compensation for Sunday hours will be paid at time plus one-half of the regular hourly rate of that employee.
 - 8. The Library is closed Sundays in July and August. The Library administration and the union must mutually agree to any change in hours for Sundays in July and August. The administration must negotiate a mutually acceptable agreement on the terms and conditions for a change with the union no less than 30 days prior to implementing a change.

E. Summer Saturdays

Bargaining unit employees who are scheduled to work on Saturdays during the months of July and August will receive one and a half times their regular hourly rate for those hours.

7) **TIME CARDS**

Each employee's time card shall be filled out daily, in ink, and it shall be signed by the employee on the last day of his/her work week unless prevented by reason of absenteeism.

8) **REST PERIODS**

All employees will be allowed two fifteen-minute rest periods during each full shift (7.0 hours) they work.

9) **COMPENSATION (EXHIBIT A)**

A. The salary schedule will increase as follows for the life of the contract:

- 3.0% raise for 2003, retroactive from January 1, 2003 through December 31, 2003
- 3.5% raise for 2004, retroactive from January 1, 2004 through contract signing
- 3.5% raise for 2005

Professional staff are compensated at the hourly rate shown on the compensation schedules.

A \$1,200 signing bonus for each PSA member upon the signing of the contract.

- B. A librarian hired to fill a full-time or part-time vacancy shall receive the hiring rate of pay for the first year of employment, after which time the librarian shall receive the working rate as outlined in Exhibit A.
- C. Library employees, when duly authorized by the Library Director to use their personal vehicles, shall be paid the approved Internal Revenue Service rate of the use of such vehicle.
- D. Any person rehired within one year from the date of resignation or lay-off in the same classification in the Library shall be hired at the rate of pay he/she would have earned had they not resigned or been laid off.
- E. Any employee on an unpaid leave of absence who is reinstated within one year from the date the unpaid leave of absence began shall be reinstated at the same rate of pay as he/she would have earned had they not been on leave of absence.
- F. Compensatory Compensation

1. Compensatory time shall be earned as follows except where federal laws, state laws, or this contract provide differently.
 - a. Compensatory time is defined as the computation of all hours worked by an employee beyond the total hours of the normal pay week of the Library.
 - b. Compensatory time shall be earned and taken in 15 minute units only.
 - c. Compensatory time may be taken only at a time which shall not interfere with the effective operation of the Library.
2. a. Compensatory time may be accrued without approval to a maximum of 43.75 hours, which time must be reduced within one year from the time the maximum is gained. Compensatory time may be used after notice of termination has been filed with prior approval of the supervisor or will be paid at the time of resignation, lay-off or retirement.
 - b. All hours worked over 35 and up to 40 will go into an employee's compensatory time off bank. If the hours worked in the work week exceed 40, the employee shall receive regular time earnings for all hours between 35 and 40, and time and a half for all hours over 40.
 - c. Employees who have approval to work more than 40 hours in any week will be paid for all hours over 40 at time and a half, unless the employee has on file with the Principal Clerk/Typist prior to the date the employee works overtime, a written statement that the employee wants compensatory time at one and a half hours.
3. Employees (working less than 35 hours per week) do not earn compensatory time, but will be paid for all time worked, with the exception of compensatory time earned for working on one of the following holidays: Martin Luther King Day, Presidents Day, Columbus Day, Veterans Day, and the day after Thanksgiving. Compensatory time may be accrued to a maximum of 8.75 hours, which time must be reduced within one year from the time the maximum is gained. Other provisions of this section shall apply.

G. Employee - Definitions

1. A full-time employee is appointed to work 35 hours per week.
2. A part-time employee is appointed to work fewer than 35.0 hours per week. Benefits for part-time employees are prorated based on the number of hours worked and include: vacation, holidays, sick leave (including personal time and family leave) and bereavement. Health insurance is available to those who work 18 hours or more per week. Retirement is required of those working 30 hours or more per week and optional for those working fewer hours. For details of benefits, see the particular benefit section.
3. A temporary employee is a person hired for a period not exceeding one year. Temporary appointments are made following the rules and regulations of Civil Service. The use of temporary employees shall be limited to the following:

- employees filling in for a temporarily absent employee; or
- employees performing short-term assignments due to specialized needs or temporary increases in workload.

Situations requiring temporary employees which do not meet the above criteria are subject to approval by agreement between the PSA/UAW and the employer.

After 120 days of employment, temporary employees working 18 hours per week or more are eligible for the following benefits: vacation, sick time, holiday pay and bereavement. On the 121st day, vacation and sick time will begin to accrue and temporary employees working 18 hours or more will be eligible to enroll in a health insurance plan and the long-term disability plan. Health insurance and retirement are optional and subject to the rules and regulations of benefit plans and the current contract.

10) PROMOTION/RECLASSIFICATION/VACANCIES/POSTING

- A. A promotion means any employee who moves from his/her present position to a higher labor grade.
- B. In the event of a promotion, the promoted employee shall move to the hiring rate of the new position. After successful completion of a three (3) month training period, the promoted employee will move to the working rate for the new position.
- C. All employees who request an explanation, in writing, from the Director regarding the filling of a vacancy or a new position, shall be given a timely response.
- D. Any employee may file for reclassification of his/her position at any time. An employee who is reclassified will move to the same place in the salary schedule as in his/her prior classification.
- E. Posting
 1. The Library shall post all permanent vacancies.
 2. All other vacancies of 60 days or more and 18.0 hours per week or more shall be posted in the same manner as 1. above.
 3. All posting will be for a minimum of three working days, and no position shall be filled until the posting time has expired, except the assignment of personnel to accomplish the required task during the posting process.
- F. If a staff member is asked by the Director, Assistant Director, or the Chair of the Board of Trustees to assume responsibilities of the Director or Assistant Director of the Library for 15 or more working days, the affected staff member will receive 50% of the difference between the current Assistant Director or Director's salary and staff member's salary, prorated for partial months from the beginning of the assignment. If the acting appointment is less than 15 days, no salary adjustment will be made.

11) **VOLUNTARY DEMOTION**

In the case of an employee returning to a formerly held lower labor grade position, the employee will resume his/her former rate of pay adjusted to the current year.

12) **LAY-OFF**

- A. The State Civil Service rule regarding layoff of competitive class employees has been adopted in Tompkins County as Rule XXV.
- B. In case of a decrease in the work force in the Library, temporary or provisional employees in each classification being decreased shall be laid off before employees having permanent status; seniority shall be considered.
- C. Seniority shall be defined as status based on length of continuous service in employment with the Tompkins County Library. New York State Civil Service Law Section 80 and 81 covers lay-offs.

13) **VACATIONS**

- A. Full-time and part-time employees shall accrue vacation time on an hourly basis.
- B. Vacation time may be used only after six months of continuous employment.
- C. An employee who becomes ill or disabled while on vacation may charge such time to sick leave, provided the employee submits a doctor's statement verifying the illness or disability upon his/her return to work. Such statement must be submitted to the Library Director.
- D. No more than two years of accrued vacation time shall be paid to an employee upon termination of his/her employment with the Library, or their death. No pay for vacation time shall be paid to an employee who terminates with less than six months of service.
- E. Every employee shall be eligible to take paid vacation after six (6) months of employment with the Library. However, employees shall start to accrue vacation credit as of their date of employment.
- F. Full-time and part-time employees shall accrue vacation at the rate of .077 per hour, based on a regular work week, not to exceed 35 hours. Vacation time may be accrued to a maximum of 308 hours.
- G. Employees with accrued vacation equal to two years vacation days will stop accruing vacation time, and will start accruing again when the vacation balance goes below the two-year maximum accrual.
- H. The rate of vacation pay shall be the employee's regular hourly rate of pay in effect for the employee's regular position at the time the vacation is being taken.

- I. All vacation time must be requested of and approved by the department head or his/her designee in advance of the vacation. The department head will be responsible for scheduling vacation time. Vacation cannot be denied to any employee by the department head in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.
- J. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation without loss of pay.
- K. Layoff, Resignation, Retirement:
 - 1. Any employee who is laid off, resigns, or retires shall receive up to two year's accrued vacation time if the employee gives 10 working days notice to the Library Director of his/her resignation and the employee works at least 10 days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date. The Library Director may waive the ten (10) days notice requirement.
 - 2. All earned vacation time shall be paid to an employee's estate upon his/her death.

14) HOLIDAYS (EXHIBIT B)

- A. The following paid holidays shall be observed by the Library: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the day after Christmas.
 - 1. On Christmas Eve, the Library shall close at 1:00 p.m. On Thanksgiving Eve and New Year's Eve, the Library will close at 5:00 p.m. This is not holiday time, staff scheduled to work must make up the hours, work their full week, or use benefit time.
 - 2. If the holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on Saturday, it will be observed on the previous Friday. The Library will also be closed on the actual Saturday on which the holiday falls, but employees will receive no pay for the Saturday. For the Monday holidays of Memorial Day and Labor Day, the Library will be closed on the previous Saturday. When Independence Day is observed on a Monday, the Library will be closed on the previous Saturday. Employees will not be paid for those Saturdays, but will work their full work week, use benefit time, or make up hours.

Employees who are regularly scheduled to work on the holiday shall be paid for their regularly scheduled hours (full and part-time). Full-time and part-time employees who are not regularly scheduled to work on the day on which a holiday falls shall be paid on a prorated basis for the day.
 - 3. Five floating holidays shall accrue to each staff member at the start of the calendar year. Part-time employees will receive a prorated amount based upon their permanent hours. Floating holidays must be requested in advance and

approved by the supervisor in advance. Floating holidays may not be carried over from year to year.

4. Employees who are scheduled to work one of the following holidays, and who do work, shall receive .5 hours of compensatory time for every hour worked at straight time (up to a maximum of seven hours worked): Martin Luther King Day, Presidents Day, Columbus Day, Veterans Day, and the day after Thanksgiving.

15) SICK LEAVE AND DISABILITY

A. Employees must report all absence or tardiness as early as possible by contacting the Library Office and giving the following information: name, reason for absence, and length of time expected to be absent.

B. Accrual of Sick Time

1. Full-time and part-time employees shall accrue sick leave time at the rate of .046 per hour based on a regular work week not to exceed 35 hours.
2. The maximum amount of sick leave time which may be accrued by any employee is 840 hours. Employees with a sick time accrual of 840 hours will not accrue any more sick time until their balance drops below 840 hours through their use of some of the time.
3. When an employee goes on an unpaid leave for any reason, he/she will not accrue sick time during the unpaid leave. Sick leave benefits that had accrued prior to the leave shall be held in abeyance until the employee returns and then start to accrue again on an hourly basis.

C. Use of Sick Time

1. Sick time may be used only for personal illness and doctor appointments, and to attend to family obligations due to illness, accident or medical visit of an immediate family member or significant other, except as described in 2. below.
2. A maximum of six days of the twelve sick days per calendar year (pro-rated for part-time and new employees) may be used for personal business, except after notice of termination has been filed. Approval for personal time should be requested of one's supervisor. However, if unforeseen circumstances interfere, personal time may be taken and approved at a later time. Personal time accumulates from the first day of employment and may not carry over from year to year.
3. If the employee has used all sick time, the employee has the right to indicate what benefit time he/she will use to be compensated.

D. Extended Use of Sick Time

Employees absent from work five or more consecutive days due to personal illness or injury shall submit to the Library Director a physician's statement verifying the

absence and noting the expected date of return. Payment of accrued sick leave is contingent upon the receipt of the doctor's statement. A new physician's statement is required if the absence extends beyond the original expected date of return to work.

E. Long Term Disability Insurance

Long term disability insurance is provided to all permanent members of the PSA authorized to work 18 hours or more.

16) UNPAID LEAVES OF ABSENCE

A. An unpaid leave of absence may be granted to permanent employees in accordance with Tompkins County Civil Service rules and regulations. An unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the library.

Thirty days written notice must be provided if a leave of absence is foreseeable. If the leave is not foreseeable, notice should be given as soon as possible.

An unpaid leave of absence must be requested in writing and approved in advance by the Library Director.

Vacation and sick leave will not accrue during an unpaid leave of absence. An employee on unpaid leave of absence may not claim bereavement pay or holiday pay.

B. Family Leave

Family leave shall be granted to an eligible employee, at the employee's request, for the following reasons:

- to care for an employee's child after birth, or placement for adoption or foster care
- to care for the employee's spouse, child or parent who has a serious health condition

An eligible employee is entitled to 6 months of family leave. Accrued vacation, personal or sick leave, etc., may be substituted for family leave.

C. Medical Leave

Medical leave shall be granted to an eligible employee for a serious health condition that makes the employee unable to perform the employee's job. In this situation, the Library may request medical certification to support the request for the leave and may require a second opinion as well as a fitness for duty report before returning to work.

D. Educational Leave

An educational leave without pay may be granted at the discretion of the Library Director. The employer agrees to award available educational leave on a fair and equitable basis among qualified employees.

17) **BEREAVEMENT**

- A. In the event of a death of a family member (spouse, child*, parent*, sister*, brother*, grandparent, grandchild, spouse's parent, grandparent, brother, sister, brother-in-law or sister-in-law) of a library employee, said employee shall be entitled to time off with pay, not to exceed (4) working days. Compensation shall be at the employee's regular rate, and shall not exceed the standard hours of the Library. A form provided by the Library must be signed within one week of the employee's return to work. If a period of bereavement falls within an employee's vacation, the employee is entitled to extend his/her vacation the number of days involved. One of the four (4) days may be used if there is a later interment. Part-time employees shall be entitled to bereavement leave on a pro-rated basis.
(* includes step relation)
- B. An employee may use sick or personal time to cover bereavement when the deceased individual does not fall into one of the relationships described above, or in order to extend bereavement leave.

18) **JURY DUTY**

- A. Those employees who are scheduled for jury duty during their working hours shall suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular Library work.

19) **EMERGENCY LIBRARY CLOSINGS**

- A. The Library may be closed in the event of an emergency or adverse weather conditions. The Library can only be closed by the Library Director or his/her designee. When the Library closes, compensation shall be allocated using the following guidelines. In all situations those employees who, prior to the day of closing, scheduled sick, personal, vacation, holiday, or compensatory time, will charge the benefit they had scheduled for that day.

Situation 1 - Library Closed All Day

If the Library is closed for the entire day, all employees scheduled to work will be paid for their normal work hours.

Situation 2 - Library Closes Early

Employees who come to work on a day when the Library is later closed will be paid for all of their normal work hours if they remain until the Library officially closes. If an employee elects to leave before the official closing, they will be paid for the hours worked and the hours the Library is closed. Employees may either charge a fringe benefit for the period of time between the time they left and the time the Library was officially closed, or will make up the time within that pay period or the following pay period.

Situation 3 - Library Delays Opening

If the Library delays opening, an official delay time will be established. All employees scheduled to work in the morning will be permitted to postpone the start of their work day by the amount of the official delay time. Employees who report within, and up to, the official delay time will be paid for all of their normal work hours. Employees who report to work later than the official delay time allows may either charge a fringe benefit for that period of time, or will make up the time within that pay period or the following pay period.

On days when the Library closes early or delays opening, an employee who is scheduled to work during that time, but does not report to work, will receive their normal pay for the official hours that the Library is closed and will charge a benefit for the balance of their scheduled hours, or may make up the time within that pay period or the following pay period.

Situation 4 - Library Remains Open

If the Library remains open on a day of bad weather, but employees feel that the risk is too great to report to work, employees may make up the time within that payroll period or the following payroll period, or they may charge that time to compensatory time, personal business time, or vacation time.

In all situations, those employees who, prior to the day of closing, scheduled sick, personal, vacation, holiday, or compensatory time, will charge the benefit they had scheduled for that day.

20) HEALTH INSURANCE

- A. The Library shall pay 85% of the health insurance premium per month for single or family coverage.
- B. During unpaid leaves of absence equal to or greater than 20 working days, the employee shall be responsible for 100% of the health insurance premium except for a family or medical leave, during which period the employer shall be responsible for 85% of the health insurance premium.
- C. All employees who participate in a health care plan provided by the Library automatically pay health care contributions with before-tax dollars. Employees who prefer to contribute on an after-tax basis must complete a Select Benefits form in the Business Office to elect that option during open enrollment each year.
- D. The Library shall pay the monthly health insurance premium upon retirement of an employee up to a maximum of twelve months premium payments based on any sick time balance at the time of retirement.
 - 1. Number of sick hours at time of retirement _____.
 - 2. Number of sick hours X hourly rate _____=\$_____.
 - 3. Total dollars available divided by monthly retiree premium=_____ months.

(Maximum of twelve months)

- E. Retirees must sign up for Medicare as soon as eligible.
- F. The Library shall provide up to the premium as stated in Section 19, subsection A, for those employees of the Library who elect to participate in a duly provided Prepaid Health Plan, Health Maintenance Organization, or Independent Physicians Association.
- G. When new employees are hired, they will be given a copy of the health insurance plan. Copies of the plan are available in the Business Office and at the County Personnel Office.

21) DENTAL INSURANCE

Each employee shall be eligible to join a dental insurance plan. The employee shall pay 100% of the monthly cost.

22) RETIREMENT

- A. The New Career Plan (Section 751) of the New York State and Local Employee's Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976) adopted by the Board of Representatives on January 16, 1990:
 - 1. A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members who retire with less than 20 years of service retire under provisions of Section 75E.)
- B. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.
- C. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

23) EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. The Library shall pay 100% of the cost of an employee assistance program available to all employees.
- B. The plan shall be offered through Family & Children's Service of Ithaca.
- C. Standard services offered by Family & Children's Service may include work site orientation meetings, consultation services, promotional /informational materials, crisis appointments, substance abuse professional services, condition of employment services, provider network services, and on-site crisis intervention services.

- D. In addition the plan provides for up to eight in-person visits a year with a counseling professional for assessment, consultation and problem resolution for financial, personal, professional, child or family issues.
- E. The Association shall not hold the Library liable for changes in program services or procedures by Family & Children's Service.

24) PARKING / MASS TRANSIT PROGRAM

- A. The Library shall pay 100% of the administrative costs of a Parking / Mass Transit Program available to all employees.
- B. A mutually agreed upon third party administrator shall manage the program.
- C. Employees may elect to open a Parking / Mass Transit Reimbursement Account (PRA) in order to put aside money, tax-free, to cover qualified transportation expenses. Qualified transportation expenses may include expenses incurred for parking on or near the business premises of your employer or near a location from which you commute to work, or a pass, token, fare card, voucher, or similar item that entitles an employee to mass transportation.
- D. Plan details are subject to governmental regulation. Program implementation and procedures are subject to the third party administrator.

25) CIVIL SERVICE EXAMS

If an applicant for a Civil Service examination wants to take the exam on an alternate date, he/she must request this in writing to the County Personnel Office for approval. The request must include the reason for the request. Personnel will then respond to the applicant in writing. The alternate date and time for the exam is the following Monday morning at 125 E. Court St., the Tompkins County Personnel Office, at 8:30 a.m.

26) CONFERENCE ATTENDANCE

- A. The employer agrees to award available opportunities for library conference attendance on a fair and equitable basis among qualified employees.
- B. For those who have approval, legitimate expenses shall be reimbursed.
- C. The regular meal allowance incurred in attending out of County conferences shall be \$30 per day, except for conferences in New York City where the allowance shall be \$35 per day.

27) PERSONNEL FILES

- A. Each employee shall be given copies of all job evaluations that are placed in the employee's personnel file. He/she shall have the opportunity to date, sign, and submit any response that he/she desires to the evaluation. The employee's personnel files are those in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action. All disciplinary papers over 24 months old are null and void, per Section 75 of the Civil Service Law.
- B. A separate medical file is kept at the County Personnel Office. All medical records are confidential.

28) **LABOR-MANAGEMENT MEETINGS**

Either party may schedule a labor-management meeting by giving one week's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting.

29) **GRIEVANCE PROCEDURE**

A. Definitions

- 1. As used herein, the following definitions shall have the following meanings:
 - a. "Employee" shall mean any person directly employed and compensated by the Tompkins County Public Library.
 - b. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, provisions of this agreement, rules, procedures, regulations, administrative orders or work rules of the Library, or matters which relate to or involve employee health, safety, physical facilities, materials, or equipment furnished to employees, or supervision of employees, provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title, retirement benefits, disciplinary proceedings, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
 - c. "Supervisor" shall mean an employee or officer on a higher level of authority above the employee, and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.
 - d. "Days" shall mean all days that the Library is open.
 - e. "Appointing Authority" means anybody having the power of appointment to subordinate positions.

B. Declaration of Basic Principle

Every employee of the Library shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a representative of the Association at all stages of the grievance procedure.

C. First Step - Grievance Procedure

1. Every employee of the Library shall have the right to present to his/her immediate supervisor, or appointing authority, within ten (10) days after the grievance occurs, either orally or in writing, any grievance that falls within the scope of the definition set forth in paragraph A.1.b. above.
2. If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Commissioner of Personnel, which memorandum shall remain filed permanently in the employee's file.
3. If the matter is not resolved satisfactorily, the employee shall have the right to proceed to the second step of the grievance procedure.

D. Second Step - Grievance Procedure

4. a. Where applicable, the Library Director will hold a hearing between the aggrieved employee and the immediate supervisor. Either side may have a representative at this meeting. The Library Director, within ten (10) days, will give a written determination. In the event that the Director is the immediate supervisor, this step would be passed over and step 4.b. would follow.
 - b. If the employee wants to proceed, he/she must file for a hearing within ten (10) days with the Commissioner of Personnel.
5. The Commissioner of Personnel shall hold a hearing within ten (10) days after receiving the written request and statement from the employee. The employee and representative, if any, may appear at the hearing and present oral statements of arguments.
6. Within ten (10) days after the close of the hearing, the Commissioner of Personnel shall make his/her decision and communicate same to the employee presenting the grievance and to the representative, if any, and the Library Director.
7. If the matter is not resolved satisfactorily, the employee shall have the right to proceed to the third step of the grievance procedure.

E. Third Step - Arbitration

In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, not later than twenty (20) working days after the second

step procedures are complete, or twenty (20) working days after the time limits required by the steps in the grievance procedure have run, the Association or the Library may submit the grievance to arbitration. The New York State Public Employment Relations Board shall submit a list of arbitrators from which the parties shall select an arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the New York State Public Employment Relations Board.

The arbitrators shall have no power to add to or subtract from, or modify the provisions of this agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

30) DISCHARGE OR DISCIPLINE

- A. No employee shall be discharged, dismissed or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjudicated in accordance with the terms of this section.
- B. The disciplinary procedure for incompetency or misconduct prescribed in the article shall be available to appropriate Library employees as the alternative to the procedure described in Section 75 and/or 76 of the N.Y.S. Civil Service Law. Said employees shall include all employees who have completed six months of service.
- C. In the event the Library Director sees fit to impose disciplinary action on an employee, notice of such disciplinary decision shall be made in writing and served on the employee and to the Commissioner of Personnel. The specific alleged act(s) that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline.
 1. The Association shall be notified within 48 hours that said notice of discipline has been served on an employee.
 2. Said notice of discipline shall be accompanied by a written statement that:
 - a. an employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within eight days.
 - b. in the event said employee does object, then he/she must file written notice of his/her choice to proceed, subject to the provisions of this section, with the employer and the Association no later than the eighth day after receiving such notice of discipline.

- c. the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage.
 - d. the employee has the right to be represented by the Association or by an attorney, at every stage of the proceeding.
3. An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.
 4. The procedure followed shall be the same as Steps 2 through 3 of the Grievance Procedure, Article 29 of this Agreement.

31) SETTLEMENT

- A. A copy of this settlement, including the grievance procedure, will be given to all present employees and to all new employees upon beginning employment.
- B. The cost of printing a minimum of 20 copies of this settlement will be borne by the Library.

32) SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the federal or state law shall prevail and the settlement shall not be invalidated by such a conflict.

33) TAYLOR LAW

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

34) AGENCY SHOP

The Tompkins County Public Library PSA UAW Local 2300 is an agency shop. Membership in PSA Local 2300 is voluntary. As a condition of employment with the Library, all employees represented by the unit who are not members of the unit will have an agency fee deducted through payroll. The said fee will be equal to the amount of membership dues.

The Local Union initiation fee shall be \$10.00 and reinstatement fee shall be \$10.00.

The Local Union dues shall be the minimum monthly membership dues established by the International UAW constitution.

35) SAFE AND SECURE WORKPLACE

The Library is committed to providing a safe and secure workplace for staff. Employees will not be expected to put themselves at risk or to work in an unhealthy or dangerous environment.

36) PROFESSIONAL AUTHORITY AND RESPONSIBILITY

In the absence of the Director and the Assistant Director, the professional staff, in order of seniority, have the authority and responsibility to make decisions about emergencies or critical incidents occurring within the library or affecting the library, its staff or its users. However, the professional staff will not be responsible for closing the library on County holidays.

37) V-CAP CHECKOFF

During the life of this agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each employee executes or has executed the "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form, provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has an unrevoked Authorization for Assignment and Check-Off of Contributions to UAW V-CAP form.

EXHIBIT A

PROFESSIONAL STAFF ASSOCIATION				
COMPENSATION SCHEDULE				
	2002 Hourly Rate	2003 Hourly Rate	2004 Hourly Rate	2005 Hourly Rate
Librarian I				
Hiring	18.10	18.64	19.29	19.97
Working	19.02	19.59	20.28	20.99
Librarian II				
Hiring	20.52	21.14	21.88	22.65
Working	21.56	22.21	22.99	23.79
Librarian III				
Hiring	22.64	23.32	24.14	24.98
Working	23.79	24.50	25.36	26.25

EXHIBIT B

HOLIDAYS

*Holiday scheduling according to p. 10 of contract
Saturdays and Sundays are not paid holidays*

2002

New Year's Day	Tuesday, January 1	PAID
Easter Sunday	Sunday, March 31	UNPAID
Saturday before Memorial Day	Saturday, May 25	UNPAID
Sunday before Memorial Day	Sunday, May 26	UNPAID
Memorial Day	Monday, May 27	PAID
Independence Day	Thursday, July 4	PAID
Saturday before Labor Day	Saturday, August 31	UNPAID
Sunday before Labor Day	Sunday, September 1	UNPAID
Labor Day	Monday, September 2	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 27	UNPAID
Thanksgiving Day	Thursday, November 28	PAID
Christmas Eve (close at 1 p.m.)	Tuesday, December 24	UNPAID
Christmas Day	Wednesday, December 25	PAID
Day after Christmas	Thursday, December 26	PAID
New Year's Eve (close at 5 p.m.)	Tuesday, December 31	UNPAID

2003

New Year's Day	Wednesday, January 1	PAID
Easter Sunday	Sunday, April 20	UNPAID
Saturday before Memorial Day	Saturday, May 24	UNPAID
Sunday before Memorial Day	Sunday, May 25	UNPAID
Memorial Day	Monday, May 26	PAID
Independence Day	Friday, July 4	PAID
Saturday before Labor Day	Saturday, August 30	UNPAID
Sunday before Labor Day	Sunday, August 31	UNPAID
Labor Day	Monday, September 1	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 26	UNPAID
Thanksgiving Day	Thursday, November 27	PAID
Christmas Eve (Close at 1 p.m.)	Wednesday, December 24	UNPAID
Christmas Day	Thursday, December 25	PAID
Day after Christmas	Friday, December 26	PAID
New Year's Eve (Close at 5 p.m.)	Wednesday, December 31	UNPAID

2004

New Year's Day	Thursday, January 1	PAID
Easter Sunday	Sunday, April 11	UNPAID
Saturday before Memorial Day	Saturday, May 29	UNPAID
Sunday before Memorial Day	Sunday, May 30	UNPAID
Memorial Day	Monday, May 31	PAID
Saturday before Independence Day	Saturday, July 3	UNPAID
Sunday before Independence Day	Sunday, July 4	UNPAID
Independence Day	Monday, July 5	PAID
Saturday before Labor Day	Saturday, September 4	UNPAID
Sunday before Labor Day	Sunday, September 5	UNPAID
Labor Day	Monday, September 6	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 24	UNPAID
Thanksgiving Day	Thursday, November 25	PAID
Christmas Day Observed	Friday, December 24	PAID
Christmas Day	Saturday, December 25	UNPAID
Day after Christmas	Sunday, December 26	UNPAID
Day after Christmas Observed	Monday, December 27	PAID
New Year's Day Observed	Friday, December 31	PAID

2005

New Year's Day	Saturday, January 1	UNPAID
Easter Sunday	Sunday, March 27	UNPAID
Saturday before Memorial Day	Saturday, May 28	UNPAID
Sunday before Memorial Day	Sunday, May 29	UNPAID
Memorial Day	Monday, May 30	PAID
Saturday before Independence Day	Saturday, July 2	UNPAID
Sunday before Independence Day	Sunday, July 3	UNPAID
Independence Day	Monday, July 4	PAID
Saturday before Labor Day	Saturday, September 3	UNPAID
Sunday before Labor Day	Sunday, September 4	UNPAID
Labor Day	Monday, September 5	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 23	UNPAID
Thanksgiving Day	Thursday, November 24	PAID
Christmas Eve (Close at 1 p.m.)	Saturday, December 24	UNPAID
Christmas Day	Sunday, December 25	UNPAID
Christmas Day Observed	Monday, December 26	PAID
Day after Christmas Observed	Tuesday, December 27	PAID

EXHIBIT C

MEMORANDUM OF AGREEMENT BETWEEN TOMPKINS COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE PROFESSIONAL STAFF ASSOCIATION UAW LOCAL 2300

Tompkins County Public Library Board of Trustees ("TCPL") and the Professional Staff Association UAW Local 2300 (the "PSA") hereby enter into this Agreement on this 26 day of February 2004.

WHEREAS, the parties on this day have signed a Collective Bargaining Agreement concerning wages, hours, and working conditions; and

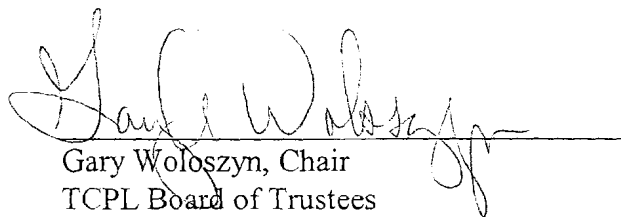
WHEREAS, the parties wish to clarify certain matters regarding the scope of their agreement; it is hereby


AGREED, as follows:

1. TCPL and the PSA agree that PSA members who work on Sundays at the Library will not be required to perform any of the job responsibilities or duties currently performed by the Library's Sunday cleaner, including without limitation, cleaning, opening, and closing.

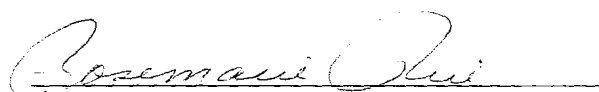
Dated this 27 day of February, 2004

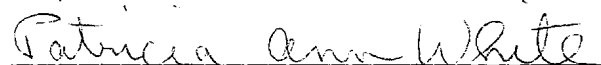
TOMPKINS COUNTY PUBLIC LIBRARY

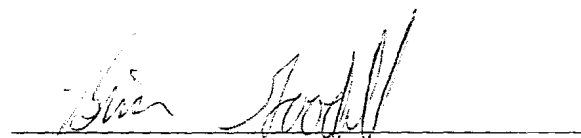

Gary Woloszyn, Chair
TCPL Board of Trustees


Janet E. Steiner, Library Director

PROFESSIONAL STAFF ASSOCIATION
UAW LOCAL 2300


Rosemarie Rice
Librarian III

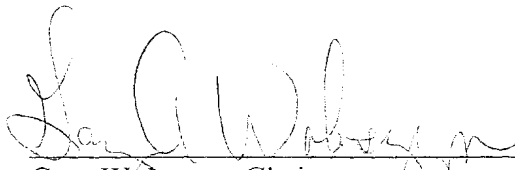

Patricia White
Librarian I


Brian Goodell, President
UAW Local 2300

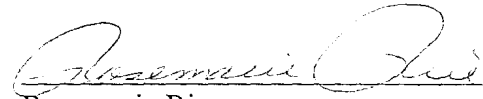
SIGNATURE PAGE

For Tompkins County Public Library

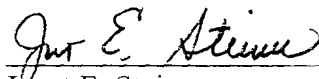
For Association



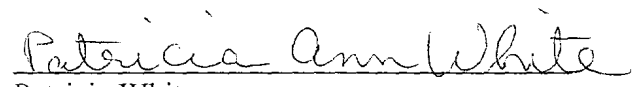
Gary Wóloszyn, Chair
Tompkins County Public Library
Board of Trustees



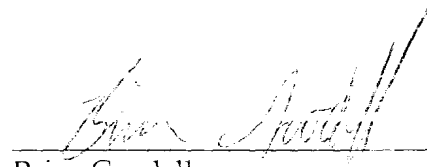
Rosemarie Rice
Librarian III



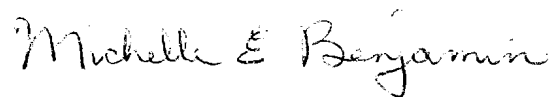
Janet E. Steiner
Library Director



Patricia White
Librarian I



Brian Goodell
UAW 2300



MICHELLE E. BENJAMIN
Notary Public, State of New York
No. 01BE5066000
Qualified in Seneca County
Commission Expires September 23, 2006