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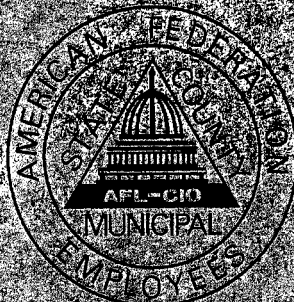
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**COLLECTIVE BARGAINING AGREEMENT
IN EFFECT BETWEEN
THE ALBANY PUBLIC LIBRARY
AND
LOCAL 3933 AND COUNCIL 66
OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

JANUARY 1, 2006 — DECEMBER 31, 2009

**RECEIVED
NYC PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 08 2006

ADMINISTRATION

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PREAMBLE

This contract, entered into as of the first day of January, 2006, is by and between AFSCME Council 66/Local 3933, (hereinafter "Union") and Albany Public Library (hereinafter "Employer"), and is hereby approved, accepted and signed by the duly authorized representative or representatives of the Union, on behalf of its AFSCME Council 66/Local 3933 and the duly authorized representative or representatives of the Employer.

Any reference to employee or employees in this Agreement designates both sexes, and whenever the masculine or feminine gender is used it is construed to mean both masculine and feminine.

The intent and purpose of this Agreement is to maintain and further harmonious Labor-Management relations upon a constructive and sound foundation. This foundation has at its cornerstone full acceptance and recognition of the obligations and rights of both parties. This Agreement also seeks to establish a peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

For the term of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment including initiation of the grievance procedure of this Agreement for all employees of the Employer covered under this Agreement.

The term employee as used herein does not include persons in those positions excluded by the New York State Public Employment Relations Board's certification.

ARTICLE 2 - FAIR EMPLOYMENT PRACTICES AND NON-DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in any manner whatsoever because of race, age, color, sex, religion, national origin, disability, union activity, sexual orientation, ethnicity or marital status. The parties also agree to abide by applicable laws covering disabled veterans and veterans of the Vietnam era.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

It is agreed that the management of the Employer and the direction of its employees, including but not limited to the right to hire, suspend, transfer, promote, discharge, or discipline for just cause, and to maintain the discipline and efficiency of its employees, the right to promulgate and enforce Employer rules and regulations, and the right to lay-off or discharge employees because of lack of work or for other legitimate reasons, and to change methods or processes, or to use new equipment or methods, to introduce new or improved techniques, methods, or facilities and to extend, limit or curtail its operations, is vested exclusively in the management of the Employer.

Section 2

Except as expressly limited by the other provisions of this Agreement, all authority, rights and responsibilities not set forth in Section 1 are also retained by the Employer.

ARTICLE 4 - UNION RIGHTS/SECURITY

Section 1 - NOTIFICATION OF NEW EMPLOYEES

The Employer will submit to the Union President or Secretary/Treasurer the name, address, job classification, wage rate, employee benefit category, department and supervisor of each new employee, and whether the employment is on a permanent or temporary basis. This information will be submitted no later than thirty (30) calendar days after the new employee's first day of work.

Section 2 - CHECK-OFF UNION DUES

- A. All employees who are members of the Union and those employees who desire to join the Union shall tender the monthly membership dues to the Union by signing the Authorization for Payroll Deduction of Union dues form (hereinafter "union dues form"). The Union will provide the Employer with a copy of each executed union dues form.
- B. Each pay day, in accordance with the terms of the Union dues form hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the amount certified by the Union from the pay of each employee who executes or has executed the appropriate union dues form. This union dues form shall remain in effect until written notice of revocation is given by the employee to the Union President. The Union

President must notify the Employer for the revocation to be effective and for the deduction to cease.

- C. Payroll deduction of Union dues under all properly executed union dues forms shall become effective on the effective date of this Agreement and shall be deducted each pay period thereafter until revocation as permitted above.
- D. The aggregate total of all such deductions together with a list from whom dues have been deducted shall be remitted to Council 66, AFSCME on a month-to-month basis. The name and address of the financial officer shall be certified in writing by the Local Union President.
- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer regarding dues deduction including the amount of dues certified or the validity of union dues forms furnished by the employees and/or Union.

Section 3 - AGENCY SHOP FEE

All Bargaining unit employees who are employed, or who are hired, on or after the execution of this Agreement for whom the Employer has not received a union dues form shall be required to pay a service charge (Agency Shop Fee) to Local 3933/Council 66 of the American Federation of State, County and Municipal Employees in an amount equal to the regular monthly dues of Local 3933. The Agency Shop Fee shall be automatically deducted for such employees starting with the first paycheck following employment. Union notification of membership status shall not be required. The Agency Shop Fee shall be deducted from the pay of such employees by the Employer in the same manner as Union dues per Article IV, Check-Off Union Dues in Section 2.

Section 4 - BULLETIN BOARDS

- A. The Employer shall designate a specific common employee bulletin board at the main library and at each branch in a design and size approved by the Employer.
- B. The Bulletin Board herein provided for shall be used for Union communications to unit employees, employer communications to unit employees, and such joint communications to employees as may from time to time be approved for posting by the Union and the Employer.
- C. The Union Steward or the Steward's designee is charged with the responsibility of maintaining such bulletin boards in a current status and

neat appearance. No derogatory material will be posted on any such board.

Section 5 - ACCESS TO PREMISES

Upon at least three (3) days notice to Employer or in an emergency, the Employer agrees to permit International Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and representatives of Council 66, to enter the premises for individual discussion of working conditions with employees who are not then engaged in public service duties.

Any employees in such discussions shall suffer no loss of pay for such time so consumed provided that the discussions are reasonable in duration and do not unduly interfere with the performance of job duties.

Section 6 - MEETING FACILITIES

- A. The Employer agrees to permit AFSCME Council 66 Local 3933 to use Library facilities to hold meetings subject to the availability of space. Employees will attend any such meetings on their own time. Such meetings may be conducted pursuant to Union guidelines. Furthermore, such meetings may be held outside of the Library's public hours of operation with the consent of the Employer.
- B. The Employer is not responsible for providing parking for Union employees attending such meetings, but they may use available parking.

Section 7 - UNION TIME

A. PAID

1. CONTRACT NEGOTIATIONS

The Employer shall give time off with no loss of pay for four (4) members of the Local Union Contract Negotiating Team to participate in contract negotiations.

2. GRIEVANCES

Attendance by no more than two (2) Local 3933 Union Representatives (exclusive of witnesses) at grievance steps, arbitration hearings or PERB hearings or conferences shall be without loss of time or pay.

3. UNION BUSINESS

The Union President and/or his or her designee(s) shall be allowed an aggregate total of twelve (12) working days of release time per year, with pay, to attend to union business. Such time will be subject to staffing needs but shall not be unreasonably denied. Such time may be taken in hour increments. Such time shall not carry over into the following year.

B. **UNPAID**

1. UNION BUSINESS

Union Representatives engaged in Union business may, upon written request to the Employer, be granted a leave of absence of up to 10 working days, subject to the approval of the Employer.

2. MEETINGS AND CONFERENCES

At any time two (2) AFSCME Representatives shall be allowed release time without pay, up to an aggregate total of nine (9) days per year, to attend Union sponsored workshops, meetings, conventions, seminars or other related functions. Union leave may be taken in one hour increments. The Employer shall be given written notice for such leave at least eight (8) working days prior to the event.

3. The total number of employees on unpaid leave of absence for union business at one time shall not exceed one (1).
4. During an approved leave of absence for Union business an employee shall suffer no loss of seniority or benefits.

Section 8 - UNION REPRESENTATION AT APL BOARD OF TRUSTEES MEETINGS

The Union will appoint two (2) Local 3933 members to attend meetings of the Albany Public Library Board of Trustees. The appointees will attend on their own time and the Employer will encourage supervisory flexibility to allow attendance.

Section 9 - MINUTES AND AGENDAS

As soon as they become available a copy of the minutes of the Board of Trustees Meeting shall be provided to the Union President and e-mailed to each employee work station.

Section 10 - INTERNAL MAILBOXES

The Union shall be permitted to distribute information in employees' internal mailboxes. Information for branch employees shall be sent via routine Upper Hudson Inter-Library Delivery.

ARTICLE 5 - SETTLEMENT OF DISPUTES

Section 1 - PURPOSE

The intent of these procedures is to establish a more harmonious and cooperative relationship between the employees and the Employer and to provide for the orderly settlement of differences in a fair and equitable manner. Both parties shall strive to resolve all grievances informally and/or at the earliest possible step in the grievance procedure. A Union official shall have the right to present a grievance free from interference, coercion, restraint, discrimination or reprisal.

Section 2 - DEFINITIONS

- A. A "Grievance" shall mean a claimed violation or improper application of this Agreement.
- B. "Director" shall mean the Director of the Albany Public Library.
- C. "Assistant Director" shall mean the Assistant Director of the Albany Public Library.
- D. "Grievant" shall mean an individual employee or group of employees.
- E. "Union Official" shall mean a Steward, Chief Steward or a Local 3933 Executive Board Member.
- F. "Working Day" for the Grievance Procedure shall mean Monday through Friday, exclusive of holidays.
- G. "Calendar Day" shall mean Monday through Sunday inclusive of Holidays for the Grievance Procedure.

Section 3 - INFORMAL GRIEVANCE STEP

The Grievant and/or a Union Official shall, within thirty (30) calendar days of the date on which either knew or should have known that a grievance occurred, shall orally present a grievance to the Grievant's immediate Supervisor(s), who shall orally and informally discuss the grievance. The immediate Supervisor shall render his/her determination orally or in writing to the grievant and/or Union

official within 5 working days. Any resolution of a grievance reached at the informal step shall not be binding upon the Employer unless approved by the Director or his designee. If such grievance is not satisfactorily resolved a Union official may proceed to the formal stages of the grievance procedure.

Section 4 - SUBMISSION OF GRIEVANCES

- A. Each grievance shall be submitted in writing on an Official AFSCME Grievance Form which shall identify the Grievant, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and a general statement of the grievance and the adjustment sought by the Grievant.
- B. A grievance shall be deemed waived unless it is submitted within 30 calendar days after the Grievant knew or should have known of the events or conditions on which it is based or 30 calendar days after the grievant and/or the Union official is notified of the informal step determination.
- C. Any grievance not appealed to the next step by the Union official within the limit noted in steps 1 - 4 below shall be considered settled on the basis of the last decision and not subject to further appeal.
- D. All the time limits on this Article may be extended by mutual agreement.
- E. Both parties agree that the first or second step may be waived by mutual consent.
- F. Both parties agree that additional people may attend any step of the grievance procedure by mutual consent.

Section 5 - GRIEVANCE STEPS

- STEP 1. A Union official may submit a grievance to the Director's management-confidential designee. Upon receipt of such grievance such designee will hold a meeting with the authorized representatives of the Union within 5 working days. The designee will render his or her decision in writing to the Union official within 7 working days after the Step 1 meeting.
- STEP 2. Within 10 working days of receipt of the Step 1 decision or within 10 working days of when it was due, the Union official may submit the grievance to the Director. The Director will hold a meeting with the authorized representatives of the Union within 8 working days after receiving the Step 2 grievance. The Director

will render his or her decision in writing to the Union official within 12 working days after the Step 2 meeting.

STEP 3. Within 10 working days of receipt of the Step 2 decision or within 10 working days of when it was due, the Local 3933 President or his/her designee may submit the grievance to the President of the Board of Trustees. A committee appointed by the President of the Board of Trustees will hold a Step 3 meeting, within 20 calendar days after receiving the Step 3 grievance, with the authorized representatives of the Union and the Local 3933 President or his or her designee. A committee appointed by the President of the Board of Trustees will render a decision to the grievance in writing to the Local 3933 President within 15 working days after the Step 3 meeting.

STEP 4. Within 15 working days of receipt of the Step 3 decision or within 15 working days of when it was due, the Union may submit the grievance to final and binding arbitration.

Section 6 - ARBITRATION

- A. The Union will file the request for arbitration with the New York State Public Employment Relations Board ("PERB") in accordance with the Procedures of PERB.
- B. The parties agree that they will use a list of seven (7) Arbitrators submitted to each of the parties by PERB, pursuant to the procedures of PERB.
- C. The expenses and fees for the arbitrator shall be shared equally by the parties.
- D. If a party desires a stenographic record of the arbitration proceedings, it may cause such a record to be made and such party shall pay for the record.

Section 7 - PROCESSING GRIEVANCES

Union Representatives who are designated or elected for the purpose of adjusting grievances shall have the right to investigate and process grievances for reasonable periods of time during their regular working hours without loss of pay or benefits. Union representatives seeking time off to investigate and process grievances must receive permission from the Director or the Assistant Director in advance of such time off. Permission for the time off shall be granted unless the time off would cause significant interference with the operations of the work unit. In the event that permission is denied, arrangements shall be made to relieve such

Union Representatives as soon as possible. Except for exigent circumstances, no more than one Union Representative would be released at any one time.

Section 8 - LABOR-MANAGEMENT COMMITTEE

- A. A Labor-Management Committee shall be established, which shall consist of up to four (4) employee members appointed by the Union and up to four (4) members appointed by the Employer. The Area Representative of AFSCME Council 66 may attend the labor-management meetings when invited by either party.
- B. The Labor-Management Committee shall engage in discussion of employment issues which may include procedures for avoiding grievances and other methods of improving the relationship between the parties. At the labor-management meetings, both parties shall be free to openly discuss issues without fear of recrimination or reprisal.
- C. The Labor-Management Committee shall meet upon the request of either party, but no less than bi-monthly, unless mutually agreed otherwise. Arrangements for such meetings shall be made in advance. The meetings shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.
- D. By mutual agreement, additional participants may attend the labor-management meetings.

ARTICLE 6 - DISCIPLINARY PROCEDURE

Section 1 - DEFINITION & TIME LIMIT

- A. For purposes of this Article, an "employee" is one who has completed his or her probationary period.
- B. An employee shall not be disciplined for acts which occurred more than thirty (30) calendar days from the date the Employer knew or should have known of the Act.

Section 2 - EXPLANATION

- A. Disciplinary action or measures shall include Oral Reprimand (with written confirmation), Written Reprimand, Suspension and/or Discharge.
- B. When a disciplinary action or measure is imposed upon or is pending against an employee, the Employer shall notify the employee and the

Union Steward, in writing, of the specific reason for such disciplinary action being imposed and the proposed penalty, if any. Such notification shall be given within forty-eight (48) hours of the action taken. In any case in which the employee is suspended or discharged, that employee upon request, will be permitted to discuss his/her discharge or suspension with his Steward or other authorized representative of the Union. The Employer will make available an area where the employee may do so before leaving the Library premises.

Section 3 - PROCEDURE

- A. For discipline that involves a penalty of oral reprimand, written reprimand or suspension of up to one day, the Director or his/her designee will administer such discipline. The employee shall be entitled to appeal the discipline through the grievance procedure to Step 3 and not beyond.
- B. For discipline that goes beyond the penalties set forth in Section 3A above, the action may be appealed by the employee through the Union and be processed as a grievance matter at Step 3 of the grievance procedure within five (5) working days of receipt of written notification specified in Section 2B above.

Section 4 - MISCELLANEOUS

- A. All employees covered by this Agreement shall have the right to review and/or copy their personnel file upon two (2) days written notice to the Employer.
- B. The Employer is required to notify the employee within five (5) work days of the addition of any new material to the personnel file other than customary records such as disability records, records of attendance or requests for information authorized by the employee. The employee may respond to this new material and the response shall become part of the file.
- C. An employee may have a representative of the Union present when he examines the personnel file. An employee may give a Union official written authorization to examine and/or receive a copy of all or part of his/her personnel file.
- D. Any discipline that involves a penalty of oral reprimand, written reprimand or suspension of up to one day, shall be removed from the employee's personnel file after two (2) years provided that no subsequent imposition of discipline occurs at the same or a higher level within that period of time.

ARTICLE 7 - VACATION LEAVE

For purposes of this Article, the term "day" is defined as an average work day.

Section 1 - EMPLOYEES HIRED ON OR BEFORE OCTOBER 30, 1995

A. Amount

1. FTEs may earn up to twenty-two (22) days of vacation per year (approximately 1.83 days per month).
2. PTBs may earn up to eleven (11) days of vacation per year (approximately .92 days per month).
3. PTHs may earn up to eleven (11) days of vacation per year (approximately .92 days per month).

B. Accrual

1. FTEs accrue vacation at the rate of .0846 hours for every hour paid.
2. PTBs accrue vacation at the rate of .0423 hours for every hour paid.
3. PTHs accrue vacation at the rate of .0423 hours for every hour paid.

Section 2 - EMPLOYEES HIRED AFTER OCTOBER 30, 1995

A. Amount

1. FTEs may earn up to eleven (11) vacation days per calendar year from the date of employment through the third full year of employment (approximately .92 days per month).
2. FTEs may earn up to sixteen (16) vacation days per calendar year after completion of three full years of employment through the fifth full year of employment (approximately 1.33 days per month).
3. FTEs may earn up to twenty-two (22) vacation days per calendar year after completion of five full years of employment (approximately 1.83 days per month).

4. PTBs and PTHs may earn vacation days based on the employee's work as a percentage of full-time employment using the FTEs schedule set forth in paragraphs A1, A2, and A3 of this section.

B. Accrual

1. FTEs accrue vacation at the rate of .0423 hours for every hour paid from the date of employment through the third full year of employment.
2. FTEs accrue vacation at the rate of .0615 hours for every hour paid after completion of three full years of employment through the fifth full year of employment
3. FTEs accrue vacation at the rate of .0846 hours for every hour paid after completion of five full years of employment.
4. PTBs and PTHs accrual rates shall be based on the number of days earned as a percentage of the full-time maximum allocation in paragraphs A1, A2, and A3 of this section. An hourly accrual multiplier will be determined once the correct number of vacation days is determined.

Section 3 - USE OF VACATION

- A. FTEs shall use vacation leave in increments of one (1) day. PTBs and PTHs shall use a minimum of one (1) hour of vacation leave any time vacation leave is used. Such leave must be arranged at least twenty-four hours in advance and is subject to approval by the Department Head or Supervisor.
- B. Selection of vacation periods longer than one day shall be based on full-time equivalent seniority in each department.
- C. Requests for use of vacation leave may be approved by the employee's Department Head subject to the requirements of 5A and 5B as well as the need to maintain reasonable staffing levels.
- D. The Employer shall determine reasonable staffing levels and thereafter specify the number of employees, in toto, and in each department who may be scheduled for vacation at any one time.
- E. If a holiday falls within a vacation period it shall not be counted as a vacation day.

- F. FTEs may carry up to 11 days of vacation leave into the next calendar year. Maximum carry over for PTBs and PTHs shall be based on the employee's work as a percentage of full-time employment.
- G. Carry over days must be used by September 1st.

ARTICLE 8 - HOLIDAYS

Section 1 - LIBRARY CLOSED

- A. No later than October 1st of each year, the Library Board of Trustees will promulgate the list of twelve days during the next calendar year on which the Library will be closed in observance of national holidays.
- B. All employees scheduled to work on a day on which the Library is closed to observe a holiday will be paid their current hourly wage multiplied by their average work day. For purposes of this article, the average work day is defined as the number of hours paid in a pay period divided by the number of days in a pay period (10). The employee's average work day will be based on the previous quarter.

Section 2 - LIBRARY OPEN TO THE PUBLIC

- A. The Library will be opened to the public on all remaining holidays. Any employee who works on a public holiday, recognized by the Library Board of Trustees, on which the Library is open will receive holiday pay at one and a half times their regular rate of pay for the time worked that day. Employees scheduled to work on such holiday may request to take the day off and receive their regular rate of pay, but departmental supervisors will have discretion to establish a department work schedule that assures minimum staffing on such days.
- B. As of January 1, 2006, any employee who accrued holiday time on or before December 31, 2005 must use that holiday time within one calendar year of the holiday for which it was accrued. Any accrued holiday time that is not used within one year of the holiday for which it was accrued or December 31, 2006, whichever is earlier, will be forfeited.
- C. For the term of this Agreement, the Employer agrees to close the Library by 5:30 PM on New Year's Eve.

Section 3 - HOLIDAYS DURING VACATION

If any holiday described in section 1 or 2 falls on a date an employee is scheduled for vacation, then that day is charged as a holiday, not a vacation day.

Section 4 - SPECIAL HOLIDAYS

The Library Board of Trustees shall observe any special holidays declared by the City of Albany, the State of New York and the United States of America. In the event that a special holiday is declared, employees scheduled to work that day will be compensated in accordance with Section 1.

ARTICLE 9 - SICK LEAVE & TARDINESS

FOR THE PURPOSES OF THIS ARTICLE "DAY" IS DEFINED AS AN AVERAGE WORK DAY.

Section 1 - AMOUNT

- A. FTEs may earn up to eighteen 7.5 hour days per year.
- B. PTBs may earn sick leave based on the employee's paid hours as a percentage of full-time employment.

Section 2 - ACCRUAL

- A. FTEs and PTBs accrue sick leave at the rate of .0692 for every hour paid.

Section 3 - USE

- A. An employee may use up to seven work days of sick leave in a calendar year for the care of a spouse, child or parent who is ill or injured.
- B. Sick leave shall be for a minimum of one (1) hour and may be used in fifteen (15) minute increments after the first hour.
- C. Sick leave may be accumulated to a maximum of 180 working days.
- D. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled work hours during an absence due to illness or injury.
- E. In order to be paid for sick time used to attend a doctor's appointment, the employee may be required to produce a note signed by the doctor or doctor's designee stating the date and time of the appointment.
- F. The Employer may advance sick leave credits to an employee absent due to personal illness who has exhausted his/her sick leave (including sick leave bank) and all other accrued leave. Such advance sick leave credits shall be repaid as soon as practicable after the employee's return to work

from subsequent accumulations of sick leave credits. By mutual agreement between Employer and employee other accumulated leave may be used, in addition to sick leave, to repay the advance sick leave. No payment for accumulated leave, covered in any other article of this contract, shall be made prior to full repayment of sick leave in the event the employee is separated from service, regardless of the reason.

- G. An employee who uses unauthorized sick leave shall be subject to disciplinary action.

Section 4 - CHILD CARE AND EXTENDED FAMILY ILLNESS LEAVE

In the event of the birth or adoption of a child, or the need to care for an immediate family member during an extended illness, the Library may, at the discretion of the Director, grant up to six (6) months of leave which may be extended to a year. All requests for child care and extended family illness leave shall be made in writing to the Director. During this period the employee may exhaust his or her leave credits. While on leave without pay for child care or extended family illness leave, an employee covered by health insurance before the leave shall be provided three (3) months of continued health insurance coverage or one (1) month of continued health insurance coverage for each full year of service, whichever is greater. Upon return from such leave, the employee shall be returned to his or her same or comparable position.

Section 5 - SICK LEAVE BANK

- A. The Sick Leave Bank ("SLB") provides additional leave for prolonged catastrophic or long-term illness, injury or disability.
- B. The Sick Leave Bank will be administered by a committee of up to 4 persons, up to 2 of whom shall be appointed by the Union and up to 2 of whom shall be appointed by the Employer.
- C. SLB membership is voluntary and open to all employees including Management Confidential Employees. Contributions will consist of a minimum of 2 days and a maximum of 4 days per employee per year. Contributions will be taken from the employee's accumulated sick leave. Signed authorization cards must be received by the committee.
- D. Withdrawals may be made by SLB members only. Applications must be made in writing to the SLB Committee. Medical documentation must be provided to the committee.
- E. Withdrawals may be made when a SLB member has exhausted all accumulated leave time and has taken 5 days of unpaid leave time. Withdrawals will be limited to 30 work days per occurrence, which may be extended at the discretion of the committee. Withdrawals are not

subject to repayment. SLB members making withdrawals shall receive their regular rate of pay for such time.

- F. In no event shall any decisions of the Committee be subject to the Grievance Procedure of this Agreement.

Section 6 - ABSENCE FROM WORK AND TARDINESS

- A. The Library and the Union recognize that there may be instances when an employee is tardy or absent from work due to disability, illness or other justified reason.
- B.
 - 1. Planned absences should be scheduled as far in advance as possible.
 - 2. Notification of unexpected absence shall be made to the immediate supervisor. In the event that notification cannot be made to the immediate supervisor, the employee must notify any other managerial person.
 - 3. If an employee is unable to report to work due to illness or disability, notification shall be made before the beginning of the scheduled work shift.
 - 4. If an employee cannot report to work due to emergency, and notification prior to the scheduled work shift is not possible, notification shall be made before the end of the scheduled work shift.
 - 5. An employee who expects to be late for work will attempt to notify his or her immediate supervisor. In the event that notification cannot be made to the immediate supervisor, the employee must notify any other managerial person.
- C. A doctor's statement may be required for return to work in the sole discretion of the Employer.

ARTICLE 10 - FAMILY MEDICAL LEAVE ACT

The parties agree to fully comply with the Family Medical Leave Act (FMLA) and all regulations related to the FMLA.

In addition to the FMLA provisions, the parties agree to the following for eligible employees under the FMLA:

- Section 1** - For purposes of the FMLA leave, the "12 month period" shall be defined as a "rolling" twelve month period measured backward from the date an employee uses any FMLA leave.
- Section 2** - Employees on unpaid FMLA leave will not accrue any benefits, except seniority.
- Section 3** - Employees seeking FMLA leave will give the Employer at least two weeks notice if the need for unpaid leave is foreseeable.
- Section 4** - The Employer shall have the right to require the employee on FMLA leave to substitute available paid leave for unpaid FMLA leave for the full 12 week period or any part thereof.

ARTICLE 11 - PAID LEAVES

Section 1 - PERSONAL LEAVE

FOR THE PURPOSE OF THIS ARTICLE "DAY" IS DEFINED AS AN AVERAGE WORK DAY.

- A. AMOUNT
1. FTEs may accrue up to 37.5 hours (five 7.5 hour days) of personal leave per year.
 2. PTBs may accrue personal leave based on the employee's work as a percentage of full-time employment.
- B. ACCRUAL
1. FTEs and PTBs accrue personal leave at the rate of .0192 for every hour paid.
- C. USE
1. Personal leave shall not be used before it is accrued.
 2. New employees shall not use accrued personal leave until after the successful completion of the probationary period.
 3. A maximum of two days personal leave may be carried into the next year.
 4. Personal leave may be used in increments of one-half hour subject to the approval of the Department Head.

Section 2 - BEREAVEMENT LEAVE

- A. 1. Any employee who has completed his or her probationary period and who is absent from work because of a death in the employee's immediate family will receive his or her regular pay for five days of such absence.
- 2. In the event of the death of other family members, said employee will receive his or her regular pay for three days of such absence.
- B. 1. Any employee with thirty days or more service, but who has not completed his or her probationary period, and who is absent from work because of a death in the employee's immediate family will receive his or her regular pay for three days of such absence.
- 2. In the event of the death of other family members, said employee will receive his or her regular pay for one day of such absence.
- C. 1. For the purpose of this article, immediate family members shall include the following:
 - Spouse or domestic partner
 - Child or step-child
 - Foster child (if living in the employee's home)
 - Parent or step-parent
 - Parent-in-law
 - Brother or Sister
- 2. For purposes of this article, other family members shall include the following:
 - Step-brother or step-sister
 - Brother-in-law or sister-in-law
 - Son-in-law or daughter-in-law
 - Grandparent or grandparent-in-law
 - Grandchild
 - Aunt or uncle
 - Niece or nephew
- 3. For the purpose of this article, domestic partners shall mean persons who reside together for at least 6 months and who are financially interdependent. As proof of financial interdependence, the employee shall submit original documents of two of the following items (at least one of the two items must be from list A):

LIST A

- *Joint obligation on a loan (including an affidavit by a creditor for a personal loan)*
- *Joint ownership of our residence*
- *Joint renters or home owner's insurance policy*
- *Joint responsibility for child care (e.g. school documents, guardianship)*
- *Designated as beneficiary under the others life insurance policy, retirement benefits account or will or executor of each others will*
- *An affidavit by a creditor or other person able to testify to partners financial interdependence*
- *Mutually granted durable power of attorney*
- *Designation of one partner as the representative payee for the others government benefits*
- *Joint ownership or holding of investments*
- *Joint ownership or lease of a motor vehicle*
- *Both listed as tenants on the lease of our shared residence*
- *Mutually granted authority to make health care decisions (e.g. health care power of attorney)*
- *Share a household budget for the purpose of receiving government benefits)*
- *I claim my partner as a dependent for federal tax purposes*

LIST B

- *Joint bank account*
- *Joint credit or charge cards*
- *Status as authorized signatory on the partners bank account, credit card, or charge card*
- *Other proof establishing economic interdependence*

PLEASE NOTE:

1. *Original documents will be copied only to the extent necessary to document receipt and will be returned to the employee.*
 2. *Proof submitted must show financial interdependence for at least six months.*
- D. The intent of this Section is to provide employees with paid leave immediately following the death of a family member. Any unused bereavement leave may be used up to one (1) year after the death of a family member to attend a memorial service.

Section 3 - MILITARY LEAVE

All employees who are in the military reserve corps and are ordered to active duty in a State or National emergency will be granted Military leave with no loss of time or pay except no paid leave will be granted for other temporary duty.

Section 4 - JURY DUTY

- A. This article applies to all full-time employees and part-time employees whose work day normally ends at or before 5:30 PM.
- B. When an employee is called for service as a juror in any local, state, or federal court, that employee will suffer no loss of normal pay, upon proof of service, during the period of service as a juror.
- C. Employees called to service as a juror will receive an administrative transfer to a work schedule beginning at 9:00 AM for the duration of their service. Employees are not required to report to work if released early from service as a juror. Employees released early who do not report to work may use accrued time so as not to suffer any loss of pay.
- D. Employees will participate in an "on call" program in any court where that option is available. Employees will consult with their immediate supervisor before accepting a call to jury duty and will reschedule if requested by the supervisor.

ARTICLE 12 - EMPLOYEE DEVELOPMENT

Section 1 - For the term of this agreement there shall be an employee development committee consisting of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The committee may recommend, and implement with the Employer's consent, employee development and education programs, which will improve job performance and assist employees in developing their full potential and help prepare them for advancement.

Section 2 - The Employer will encourage employee development through activities at the Employer's facilities and may encourage employee development through activities at other facilities. Administrative leave to attend employee development activities at other locations may be granted at the sole discretion of the Employer.

Section 3 - Unpaid education leave may be granted to employees for job related education or training at the discretion of the Employer. Education leave

must be used to improve an employee's level of proficiency in his or her current job or to prepare for promotion opportunities with the Employer.

- Section 4 -** Essential expenses, such as room, board and registration fees, except as covered elsewhere in this contract, incurred by the employee as a result of Employer required job training or development will be reimbursed at levels determined by the Employer. Expenses incurred as a result of participation in optional development activities, administrative leave status not withstanding, may be reimbursed at the sole discretion of the Employer.
- Section 5 -** For the purpose of this Article, administrative leave shall mean leave with pay for the purpose of employee development activities.
- Section 6 -** There will be one mandatory paid staff development day per calendar year on a date and at a time and location established by the Director and the Labor-Management Committee.

ARTICLE 13 - SENIORITY, VACANCIES, PROMOTIONS AND PROBATION

Section 1 - SENIORITY DEFINED

Seniority is length of full-time equivalent continuous service since the date of last hire. Continuous service includes all periods when an employee is on the payroll. Continuous service does not include periods of leaves of absence without pay or disciplinary suspensions. Continuous service shall include any period, up to one year, during which the employee is unable to perform the duties of her or his position because of an illness or injury. Seniority shall be broken by a continuous unpaid absence from work, for any reason, which exceeds one year.

Section 2 - SENIORITY LISTS

Upon request, but not more than once annually, the Employer agrees to furnish the Union an up-to-date seniority list showing the continuous service of each permanent employee. The seniority lists will show the names, job classifications, department and date of hire of such employees.

Section 3 - DEFINITIONS

"Temporary Vacancies" are reasonably expected to last less than three (3) months and may be filled at the discretion of the Director and are not subject to posting requirements.

“Vacancies” are created by such things as resignations, removals, expansions of operations or leaves of absence which can reasonably be expected to last three (3) months or longer.

In the event of a Vacancy, the Library will post the Vacancy internally for five (5) working days on a designated bulletin boards so that employees in the same title and classification can express interest in transferring to the vacant position. The Director will consider any current employee in the same title and classification for transfer, but no employee has the right to a transfer under this provision. If one or more current employees in the same title and classification seeks to transfer to the vacant position, the Director may choose which employee, if any, will be transferred into the vacant position.

A “Job Opening” is defined as a permanent Vacancy in a position in the bargaining unit which the Employer intends to fill and which no current employee in the same title and classification has expressed interest in prior to the expiration of the internal five (5) working day posting period or which the Director determines should be filled by a new hire.

Section 4 - POSTING OF JOB OPENINGS

All postings for Job Openings will be done in accordance with the procedures established by the Municipal Civil Service Commission of the City of Albany. The postings will be posted on all designated bulletin boards and in such other places as the Employer or the Municipal Civil Service Commission of the City of Albany may determine.

Section 5 - POSTING CONTENTS

All postings for Job Openings will be by official position vacancy announcements issued by the Municipal Civil Service Commission of the City of Albany.

Section 6 - SELECTION

In filling job openings the Employer will first consider any employee applicants who are reachable on the civil service list. The most qualified applicant shall be selected from the applicants reachable on the list. Upon promotion to a higher classification, an Employee shall be placed on the “Hire” step on the salary table for the new position or at the lowest step on the salary table for the new position which gives the Employee a salary increase, whichever is greater.

Section 7 - PROBATION

A. All newly hired employees shall serve a probationary period consistent with the Rules of the Municipal Civil Service Commission of the City of Albany in effect at the time of the employee’s appointment to the

probationary position. Upon the successful completion of the probationary period, the employee shall be considered permanent.

- B. An employee who is promoted to a higher job classification as a result of the internal job selection mechanism shall serve a probationary period of three months. If, during that period the Employer determines, in its discretion, that the employee is not satisfactorily performing the duties of the job or if the employee desires to return to his or her former position, then the employee shall be returned to that position without loss of any benefits. The probationary period shall not include any paid or unpaid leave time.

Section 8 - JOB DESCRIPTIONS

Job descriptions for all Library positions shall be adopted by the Municipal Civil Service Commission of the City of Albany. Employees may obtain a copy of their job description from the Library.

ARTICLE 14 - HOURS OF WORK

Section 1 - WORK WEEK - FULL-TIME EMPLOYEES

- A. The work week shall be Sunday through Saturday. The normal work week for full-time employees shall consist of 37 ½ hours per week, worked in five days of not more than 7 ½ hours on any one day. Changes to the work week, both temporary and long term, may be made by mutual agreement between the employee and the Employer.
- B. An employee working over 40 hours in a work week shall receive time and one-half of his or her regular rate of pay for all hours so worked. Hours worked over 37 ½ and up to and including 40 hours in any week shall be paid in the form of compensatory time.
- C. A maximum of 22 ½ hours compensatory time may be accrued. Compensatory time may be carried over from year to year.
- D. Compensatory time shall be earned in ½ hour increments and may be taken in ½ hour increments subject to mutual agreement between the employee and his or her immediate Supervisor.

Section 2 - WORK SHIFTS AND SCHEDULES

- A. Work schedules showing an employee's shifts, work days and hours shall be posted on the department bulletin board at least one week in advance of the first work day of the week.

- B. Split shifts must be agreed upon by the immediate Supervisor and the employee.
- C. Long-term alternative scheduling may be considered for employees where the situation warrants. Any such changes must be made by mutual agreement between the employee and the Employer.
- D. No employee shall be required to work alone at any library branch during public service hours. In the event of an unscheduled absence, all reasonable effort shall be made to provide additional coverage.

Section 3 - MEAL PERIODS

- A. Lunch and dinner: all full-time employees shall be entitled to a lunch or dinner break Monday through Friday of up to 60 minutes but not less than 30 minutes. Duration of these breaks shall be by mutual agreement between the employee and his or her immediate Supervisor. Lunch breaks on Saturdays will be thirty (30) minutes.
- B. Part-time employees shall be entitled to a lunch or dinner break of not less than thirty (30) minutes when they work a shift of more than six (6) hours. Duration of these breaks shall be by mutual agreement between the employee and his or her immediate Supervisor. Lunch breaks on Saturday will be thirty (30) minutes.

Section 4 - BREAKS

- A. Employees working a 7 ½ hour day are entitled to two 15 minute breaks, with the following exceptions:
 - I. When staffing permits, employees staffing public service desks can take breaks between 5:30 p.m. and 9:00 p.m. Monday through Thursday, or Sundays 1:00 p.m. to 5:00 p.m..
- B. Employees working four consecutive hours are entitled to one 15 minute break, subject to the exception listed in Section 4A1. above.
- C. Employees working more than 7 ½ consecutive hours are entitled to one additional 15 minute break for each two additional hours worked.

Section 5 - WEEKEND WORK

- A. Part-time employees will receive their regular rate of pay for working on Sundays (1:00 p.m. to 5:00 p.m.).

- B. Full-time employees who staff public service desks on Sundays (1:00 p.m. to 5:00 p.m.) shall be compensated for 7 ½ hours of work.

Section 6 - UNPAID RESTRICTED MEAL PERIODS

Any employee required by management to remain on Library premises during his/her meal period shall, at the option of the Employer, accrue compensatory time or be paid for the amount of actual time he/she is required to remain on such premises.

ARTICLE 15 - WORK FORCE CHANGES

Section 1 - JOB CLASSIFICATION

When a new job classification not listed on the wage schedule is established, or the specifications of any existing position are materially changed, the Employer will allocate the position in its discretion and consult with the Union to negotiate the wage rate structure for the position.

Section 2 - TRANSFERS AND REASSIGNMENTS

- A. When an employee is involuntarily transferred or reassigned, he or she shall receive a written explanation of the decision. Any notification of such transfer or reassignment shall be given to the employee and to the Union at least two (2) work weeks in advance of the date that such transfer or reassignment is to take place.
- B. If the employee or the Union feels such involuntary transfer/reassignment is unjust, unreasonable, arbitrary or capricious, then the matter may be processed as a grievance.

Section 3 - TEMPORARY ASSIGNMENTS

- A. A temporary assignment is defined as a situation where the Employer places an employee in a higher or lower job classification for a period lasting at least 10 work days.
- B. When an employee is temporarily assigned the work of a higher classification and where the work assigned is outside of that employee's job description, he/she shall be paid the wage rate established for that job. An employee temporarily assigned to work in a lower or equal classification shall continue to be paid his/her wage rate.

- C. On a bi-weekly basis, the Employer shall keep the involved employee and the Labor-Management Committee informed in writing of any changes in the circumstances of the temporary assignment.

Section 4 - TEMPORARY EMPLOYEES

- A. Temporary employees shall be hired only to supplement the regular work force in seasonal periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary assignment. For purposes of this Section, entrance level position means Custodial Worker I, Library Clerk, Librarian I, and Computer Support Specialist.
- B. Temporary employees shall receive the same rate of pay as probationary employees with the same classification.
- C. Temporary employees, although hired by Albany Public Library, are not benefited, are not regularly scheduled, and are not in the bargaining units.
- D. Temporary employees shall not be hired for the purpose of reducing the size of the bargaining unit or shifting job responsibilities out of the bargaining unit.
- E. Temporary employees cannot work in excess of 450 hours per calendar year.

Section 5 - CONSOLIDATION OR ELIMINATION OF JOBS

- A. It is understood and agreed that the Director shall notify the Union President within twenty-four (24) hours, in writing, of any decisions to expand, remove, relocate, close or terminate any facilities or operations that result in the consolidation or elimination of jobs.
- B. Except as otherwise agreed to by the Union, the Employer shall not take any action to effectuate or implement any such change, where such action would impact upon employees covered by this Agreement, for a period of at least sixty (60) days from the date of such notice.

Section 6 - LAYOFF AND RECALL

- A. The Employer shall provide the Union President with thirty (30) days notice in writing of its intent to layoff employees. Upon request by either party, the Employer and Union shall meet within five (5) calendar days of the request, to discuss the layoff.

1. When such action takes place it shall be accomplished in accordance with the Rules of the Municipal Civil Service Commission of the City of Albany.
2. The Director shall forward a list of those employees being laid off to the Local Union Recording Secretary on the same date that the notices are issued to the employees.
3. Employees to be laid off will have at least thirty (30) calendar days notice of layoff.

Section 7 - RECALL

- A. When the work force is increased after a layoff, employees will be recalled in accordance with the Rules of the Municipal Civil Service Commission of the City of Albany. The Union Recording Secretary shall be notified at the same time.

Section 8 - DEMOTIONS

- A. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in any job classification to a lower paying position.
- B. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he or she will take: demotion or the layoff.
- C. An employee who is relegated back to his or her previous job from a higher classification because of inability to prove to the Employer that he or she was able to fulfill the standards of the job, or who voluntarily relinquished such job, shall not be considered as demoted.

Section 9 - JOB CLASSIFICATIONS

Custodial Worker I
 Custodial Worker II
 Library Clerk
 Senior Library Clerk (earmarked)
 Principal Library Clerk (earmarked)
 Library Assistant
 Librarian I
 Librarian II
 Librarian III
 Computer Support Specialist (w/A+ Certification)
 Information Technology Manager

ARTICLE 16 - RETIREMENT

Section 1 - ELIGIBILITY AND PARTICIPATION

- A. All employees are eligible for membership in the New York State Employee Retirement System according to the provisions of current laws and regulations.
- B. Participation is mandatory for full-time employees and optional for part-time employees.

Section 2 - RETIREMENT HEALTH BENEFITS

Retirement Health Benefits will be provided to retired employees as follows:

- A. Employed prior to January 1, 1983 who retire before January 1, 2009 - the Library pays for family or individual coverage after retirement.
- B. Employed on or after January 1, 1983 who retire before January 1, 2009 - the Library pays for individual coverage. The employee must pay 100% of the difference between individual and family coverage.
- C. Employees who retire on or after January 1, 2009 with fifteen (15) or more years of employment by the Library - the Employee/Retiree pays for coverage in accordance with their contribution under Article XIX of the Agreement, at the time of their retirement.

ARTICLE 17 - JOB SECURITY

Section 1 - SUBCONTRACTING

The Employer shall be permitted to subcontract any work performed at the library which has been previously subcontracted. Further, the Employer will not subcontract work for the purpose of reducing the size of the bargaining unit and it will give 30 days prior notice of any proposed contracting out that threatens the job security of bargaining unit members. For purposes of the Section, the Library's use of a temporary agency to fill temporary positions shall not be considered subcontracting.

Section 2 - BARGAINING UNIT WORK

Management agrees that no non-bargaining unit employee shall be reassigned or no new non-bargaining unit employee shall be hired for the purpose of reducing the size of the bargaining unit or shifting job responsibilities out of the bargaining unit.

Bargaining unit job responsibilities assigned to non-bargaining unit employees, such as high school pages or management personnel, shall be limited to past practice.

Section 3 – VOLUNTEERS

The use of volunteers shall not reduce the number of bargaining unit employees nor replace vacant staff positions.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

Section 1 - NO STRIKE

The Union shall neither cause nor sanction a strike against the Employer during the term of this Agreement.

Section 2 - NO LOCKOUT

No lockout of bargaining unit employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 19 - MEDICAL, DENTAL & RELATED BENEFITS

Section 1 - HEALTH INSURANCE

- A. 1. All employees currently enrolled in or eligible for participation in CDPHP or MVP and full-time employees hired during the term of this Agreement will have the option of being enrolled in an individual, two-person, or family plan. A domestic partner may be enrolled in the two-person or family plan, consistent with the definition of domestic partner in Article XI, Section 2, C, 3 of the Agreement. Providers include only CDPHP or MVP. These plans include: a \$25 doctor co-pay, with dental coverage, 80% durable medical equipment rider, full-time student rider to age 25, \$5/\$20/\$35 prescription drug rider (\$5/\$20 for MVP) and alcohol or substance abuse rider. The Employer shall contribute, to any bargaining unit member who elects optical insurance coverage through any of the health insurance programs offered by the Library, the following amounts: \$1.58 per month for CDPHP and \$0.70 per month for MVP.
2. Effective January 1, 2006, all FT and PTB employees who chose to participate in the health insurance benefit shall contribute the

following amounts towards the cost of the health insurance coverage provided to them:

- 10% of the premium cost for individual coverage;
- 10% of the premium cost for two-person coverage; and
- 10% of the premium cost for family coverage.

- B. PTBs shall be entitled to receive prorated health insurance benefits based upon percentage of full-time employment using 1950 paid hours per year as 100 percent. Additional costs incurred as a result of change in health insurance status (individual, two person, or family coverage) will be prorated based upon percentage of full-time employment.
- C. PTHs shall have the option of participating at the Employer's group rates in any one of the above available health insurance plans at their own expense.
- D. For the term of this Agreement the Employer will not change the health insurance benefits for any retired bargaining unit employee without the agreement of Council 66/Local 3933.
- E. New employees shall become eligible for health insurance after they have been employed thirty (30) calendar days.

Section 2 - DISABILITY INSURANCE

- A. All employees under this Agreement are covered by disability insurance. The Employer will pay the full cost of such coverage.
- B. In cases where an employee's absence is not covered by sick leave benefits or where the sick leave days run out, the following current benefits are provided by the disability insurance carrier under state law:
 - 1. The first seven (7) days of disability constitute a statutory waiting period for which no benefits are paid.
 - 2. Benefits are payable for a maximum of 26 weeks of disability during any consecutive 52 weeks.
 - 3. Cash benefits are 50% of the employee's average actual weekly wages based on the 8 weeks immediately preceding the disability; the maximum benefit is set by New York State law. Disability benefit payments are subject to FICA and Federal Withholding Tax.

- C. For the period of any employee's absence beyond the seven (7) day waiting period and within the limits of his/her accumulated sick leave, the Employer may elect to claim reimbursement from the disability insurance carrier. In such cases, the Employer shall restore to the employee the amount of leave equal to the disability pay.
- D. Sick leave, vacation leave, holiday pay and personal leave shall not accrue during the period an employee receives disability benefits.

Section 3 - WORKER'S COMPENSATION

- A. All employees are covered by Worker's Compensation insurance. An employee absent from work as a result of an injury caused by an accident occurring in the course of his/her employment may seek Worker's Compensation benefits to the extent allowed under current law and regulations. The Employer or its designee must be notified as soon as possible, but no later than twenty-four hours from the occurrence of any work-related injury, no matter how small, in order to be eligible for compensation benefits.
- B. An employee on Worker's Compensation will continue to accrue seniority.

Section 4 - HEALTH INSURANCE BUYOUT

- A. An eligible FTE or PTB employee may choose not to participate in the Employer's health insurance program. Employees exercising this option shall be reimbursed at the rate of \$750 per year for an individual plan, \$900 per year for a two person plan and \$1250 per year for a family plan. In order to exercise this option, eligible FTEs or PTBs must notify the Director in writing on or before September 1st of each year.
- B. An employee wishing to be reinstated to the Employer plan exercising his/her option in section 4A above shall be permitted to do so.
- C. Buyout money will be paid retroactively by separate check in the first pay period of the quarter for the previous quarter.
- D. Upon separating from service with the APL, an employee shall be paid the health insurance buyout up to the date of separation.

Section 5 - SUPPORT FOR TREATMENT OF SUBSTANCE ABUSE (DRUGS AND ALCOHOL)

- A. The parties jointly agree that substance abuse is a problem which may affect an employee's job performance and the safety of himself or herself, other employees or the general public. The parties agree to support those

employees who enroll in and complete treatment programs for substance abuse.

- B. During the period of an employee's treatment and rehabilitation the parties may agree to temporarily place such an employee into a position of lesser responsibility and/or benefits, provided that such a vacancy exists.
- C. Any employee suffering from substance abuse who enrolls in and completes a treatment program and satisfactorily performs his or her job, will not jeopardize his or her job security or promotional opportunities. No information obtained from or about an employee regarding their participation in a treatment program for substance abuse shall be disclosed without the employee's prior written consent.

Section 6 - HEALTH INSURANCE ON UNPAID LEAVE

An employee who takes an unpaid leave of absence shall have the option of continuing his/her health insurance coverage beyond that which is provided by reimbursing the Library for the cost of his/her health insurance until return to work. Such coverage shall be offered at the group rate.

Section 7 - HEALTH BENEFIT PROTECTION

For the duration of this agreement the Employer shall continue to grant the health insurance benefits currently provided any current part-time employee, consistent with the contributions and benefits established by Section 1., A.

Section 8 - EMPLOYEE ASSISTANCE PROGRAM

All bargaining unit members shall be allowed to participate in the City of Albany's Employee Assistance Program at no cost to the bargaining unit members.

ARTICLE 20 - EVALUATION

Employees shall be evaluated annually, no later than November 15th of each year. Evaluations shall be conducted by the employee's supervisor or, in the absence or unavailability of the supervisor, the Director or Assistant Director. The evaluation shall be completed in the form attached as Appendix B. Such evaluation shall determine whether an employee is entitled to receive a step increase consistent with Article XXI.

ARTICLE 21 - WAGES AND CLASSIFICATIONS

Section 1 – INITIAL PLACEMENT ON THE SALARY TABLES

- A. Effective January 1, 2006, each employee will be placed on the salary tables in the classification and at the step closest to the salary or hourly rate he/she received on December 31, 2005. No employee will receive less salary than he or she received on December 31, 2005.

In the event that an employee's 2005 salary exceeds the highest step of the salary table for his/her classification on January 1, 2006, then he/she will be placed "off step."

- B. Each employee hired by the Library on or after January 1, 2006 will be placed on the salary table for their classification at the "hire" step, unless the Director, in his/her discretion, determines that the employee should be placed on a higher step due to the employee's education and experience.

Section 2 – SALARY TABLES

- A. All employees hired or promoted after the date of this Agreement are to be paid in accordance with the salary table applicable to their classification. The salary tables for all classifications covered by this agreement are attached as Appendix C.
- B. The salary tables reflect the following increases:
- Effective January 1, 2006 a 3.25% increase.
 - Effective January 1, 2007 a 3.25% increase.
 - Effective January 1, 2008 a 3.25% increase.
 - Effective January 1, 2009 a 3.25% increase.
- C. Effective January 1, 2006, the salary tables for Library Clerk and Custodial Worker I shall reflect a \$1,000 increase to the base salary of those classifications, which shall be computed prior to the application of the percentage increases described in Section 2, B.
- D. Effective January 1, 2006, each employee on the payroll shall receive at least a 3.25% increase in salary.

Section 3 – ADVANCEMENT ON THE SALARY TABLES

Effective January 1, 2007, every employee who receives a “meets standards” rating or better in “Overall Performance” on their annual evaluation shall, on the first day of each remaining year of this Agreement, advance to the next step on the salary table for their classification.

Employees who do not receive a “meets standards” rating or better in “Overall Performance” on their annual evaluation shall not advance to the next step and shall remain on their current step for the year.

ARTICLE 22 - GENERAL PROVISIONS

Section 1 - EMPLOYMENT BENEFIT CATEGORIES DEFINED

- A. An FTE is an employee who is regularly scheduled to work 37.5 hours per week.
- B. A PTB is an employee who is regularly scheduled to work 19 or more hours per week.
- C. A PTH is an employee who is regularly scheduled to work less than 19 hours per week. On a temporary basis, part time hourly employees may be offered the opportunity to work more that 18 hours per week without a change in the benefit status provided that such scheduling does not exceed thirteen weeks.

Section 2 - PARKING

Employees assigned to work at the Main Library shall be allowed to park during their shift.

Section 3 - PAY PERIOD

All employees shall be paid on a bi-weekly basis, by check or Direct Deposit to SEFCU at the employee's option.

Section 4 - STAFF ROOMS

- A. The Employer shall continue to provide staff rooms in their current locations.
- B. The Employer shall continue to supply and/or maintain appliances (such as refrigerators & microwave ovens) and furnishings which it currently provides.

- C. The Employer shall be responsible for basic maintenance and janitorial services for the common areas of staff rooms. Employees shall be responsible for keeping their personal belongings clean and orderly.

Section 5 - WORK RULES

The Employer shall have the right to establish rules or regulations to carry out its operations and to administer the provisions of this contract. Prior to implementation of a rule or regulation the Employer shall provide a copy to the Union President and the work rule shall be posted on designated bulletin boards for ten (10) working days. The Union shall have the right to submit a work rule or regulation through the last step of the grievance procedure on the issue of whether it violated a provision of the contract.

Section 6 - CREDIT UNION

The Employer shall continue to make available the employee participation in the State Employees Federal Credit Union (SEFCU). Through payroll deduction, an employee may make regular deposits to a bank account maintained at a regular financial institution approved by the Business office.

Section 7 - TAX SHELTERED ANNUITY

The Employer shall continue to offer employees participation in a 403B tax sheltered annuity according to the provisions of current laws and regulations. The Business Office will supply details.

Section 8 - SUBPOENAED EMPLOYEES

Any employee subpoenaed to appear before a Local, State or Federal court or other public body in which said employee is not personally involved as a plaintiff or defendant, shall be granted time off without loss of pay for such time used, provided the Employer is notified in advance and is provided a copy of the subpoena.

Section 9 - DISTRIBUTION OF AGREEMENT

The Employer agrees to provide one hundred and twenty (120) copies of this Agreement to the Local 3933 President. The Union agrees to provide a copy of this Agreement to each Employee.

Section 10 - AMENDMENTS

All amendments to this Agreement must be in writing and approved by the Union and the Employer.

Section 11 - SAVINGS CLAUSE

In the event that any provisions of this Agreement are held to be invalid, or in conflict with any Federal or State Law, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

(However, both parties agree to immediately attempt to renegotiate that provision which was considered invalid or in conflict with any Federal or State Law.)

Section 12 - SEPARATION FROM SERVICE

- A. In the event of death, retirement, resignation, layoff, or other non-disciplinary separation from service with the Albany Public Library, an employee shall be paid the monetary value of accrued but unused vacation leave, personal leave, and holidays. In the case of death, payment will be made to the deceased's estate.
- B. Carry-over leave must be used prior to separation from service. Employees shall be given a reasonable opportunity to take accrued carry-over leave prior to separation.

Section 13 - GRANT EMPLOYEES

- A. For the purposes of this article, "Grant employees" are workers who are hired specifically to fulfill part-time/temporary positions when the Library receives a grant. Grant employees' job responsibilities are always defined by the terms of the grant that funds their positions. Any work they do must be to fulfill the terms of the grant. Grant employees are hired on a temporary basis defined by time and/or funding limits. Grant employees shall be qualified to perform the work to which they are assigned.
- B. Grant employees hired specifically to fulfill job responsibilities set forth in the terms of any grant are not bargaining unit members. Length of employment created by the terms of any grant and actual hours spent working at or for the Library during any grant period cannot be counted as time used for accruing time for any currently offered employee benefits (i.e. vacation, personal, holiday, comp time as well as accruing time towards longevity pay).
- C. A bargaining unit member who performs duties and responsibilities that arise from a grant, must work within his/her job classification.
- D. Grant employees shall not be hired for the purpose of reducing the size of the bargaining unit or shifting job responsibilities out of the bargaining units.

- E. The Union recognizes the efforts of management and bargaining unit employees to provide additional funds to the Library via the grant application process. The Library will notify the Union President of any grants it plans to pursue that would require the hiring of grant employees, as defined in Article XXII, Section 13, Part A, or that impact the work duties and responsibilities of the bargaining unit members. This applies to grants applied for by the Albany Public Library and any other agency that requests the services of any bargaining unit member(s).

Section 14 – APL PERSONAL APPEARANCE POLICY

All employees will report to work in attire and with an appearance that complies with the Library's Personal Appearance Policy which is incorporated into this Agreement and annexed hereto as Appendix A. Failure to comply with the Policy may result in disciplinary action.

Section 15 – SECTION 125 PLAN

Effective January 1, 2004, the Library will offer participation in a Section 125 Plan to all employees.

ARTICLE 23 - EMERGENCY CLOSINGS

Section 1 - EMERGENCY CLOSINGS

Anticipated closings and delayed openings (such as when severe weather conditions are getting worse as morning approaches or mechanical failure is known to have occurred before anyone would leave home for work):

- Designated information phone number is 427-4379.
- Message that library will be closed shall be on designated phone two and one-half hours before the library is scheduled to open.
- Employees may call the Director at his home phone number at any time.

Unanticipated closings

- Message on the phone line ASAP.
- An effort to contact department heads and branch managers or senior person in each department or location by phone will be made.

- Employees may call the Director at his home phone number at any time.

Library closing early

System wide

- Department heads and branch managers or senior person in each department or location will be notified by phone.
- The Director shall instruct supervisors or their designees to notify by phone all employees scheduled to work that day at that location that the Library is closing early.

Individual location

- The Director shall instruct supervisors or their designees to notify by phone all employees scheduled to work that day at that location that the Library is closing early.

Section 2 - FINANCIAL ASPECTS

In the event that the Library is closed on an emergency basis, as described in Section 1 above, all FTEs and PTBs will be paid for the hours they were scheduled to work that day. All PTHs scheduled to work may make up the lost time within the next two (2) pay periods.

ARTICLE 24 - TRAVEL

Section 1 - GENERAL

- A. Travel between work site and home is not covered by this article.
- B. For the purposes of this article, the term, "Capital District" shall mean the counties of Albany, Rensselaer, Schenectady and Saratoga.

Section 2 - TRAVEL EXPENSES (REIMBURSED)

- A. The transportation expenses of employees assigned by the Employer to travel outside the Capital District for job training or to represent the Employer shall be paid by the Employer. The Employer shall select the most cost efficient means of transportation. However, if an employee selects transportation other than that reimbursed by the Employer, the employee will pay the cost.

- B. Travel not excluded in Section 3 of this article shall be reimbursed only if approved by the Director or his/her designee.
- C. Employees using private vehicles for travel not excluded in Section 3 shall be reimbursed at the current I.R.S. approved rate per mile for personal vehicle use. Claim for reimbursement will be made using an approved travel voucher. Voucher must be submitted to the Business Office within five (5) working days of the completion of the travel or subsequent return to work.

Section 3 - TRAVEL EXPENSES (NOT REIMBURSED)

- A. Travel between one work site and another within the boundaries of the City of Albany will not be reimbursed.
- B. Travel to attend meetings within the boundaries of the Upper Hudson Library System service area will not be reimbursed.
- C. Travel within the Capital District for purposes of employee development will not be reimbursed.
- D. Travel within the Capital District by supervisory employees assigned to represent the Albany Public Library will not be reimbursed.

Section 4 - TRAVEL TIME

- A. Reasonable travel time during an employee's working hours shall be granted to travel from one work site to another, to attend UHLS meetings, to attend other employee development programs, or to represent the Albany Public Library at other facilities.

Section 5 - TRANSPORTATION BETWEEN WORK SITES

- A. The Employer may require that Employer vehicles be used exclusively for some types of work or travel to work sites. However, an employee may have the option to use his/her personal vehicle at his/her own expense.
- B. The Employer, when making an emergency, unscheduled work assignment at another work site, may provide transportation to and return from the new work site.


ARTICLE 25 - TERMINATION, MODIFICATION & SIGNATURES

This Agreement shall be in full force and effect from January 1, 2006 through December 31, 2009, and from year to year thereafter unless written notice of desire to change or modify the agreement is served by either party upon the other by mail at least 180 days prior to the date of expiration or any subsequent annual date of expiration.

FOR THE ALBANY PUBLIC LIBRARY:



President APL Board of Trustees

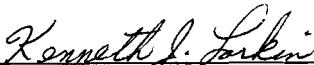


APL Director




APL Assistant Director

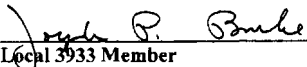
FOR THE UNION:



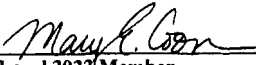
AFSCME Council 66
Area Representative



Local 3933 President

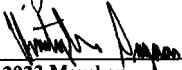


Local 3933 Member



Local 3933 Member

Local 3933 Member



Local 3933 Member

DATE: 2/3/06

APPENDIX A – APL PERSONAL APPEARANCE POLICY



May 1, 2003

Albany Public Library Personal Appearance Policy

The personal appearance of all employees reflects the image of Albany Public Library. Proper dress also makes it much easier for our customers to identify APL employees when they need assistance or have questions. As such, all employees have a responsibility to come to work dressed and groomed in a professional manner. To insure that all Albany Public Library employees present a professional image, the following personal appearance policy will be enforced at all times while working for Albany Public Library (including off-site activities where you are representing the library):

Personal Appearance Policy for All Employees:

All employees are expected to present a clean, neat, and tasteful appearance. All employees, with the exception of Maintenance personnel, will wear **Business Attire** (as defined below). All employees will report to work **groomed for a business environment** (as defined below). Under exceptional circumstances (special projects or programming, staff development day, etc.) the administration or the department supervisor may grant temporary permission to employees to report for work in attire not in accordance with the dress code.

Definitions of Business Attire:

For men, business attire is defined as a business suit or sport coat with dress pants, with a collared, full-button dress shirt and a necktie OR a collared, full-button dress shirt with a necktie and dress pants. Shirts should be tucked into pants. Shoes should be dress shoes. Dark, monochromatic sneakers may be acceptable as well.

For women, business attire is defined as a suit, dress, skirt, or dress pants with a coordinated blouse, sweater, or dress shirt. Turtlenecks, mock turtlenecks, henley collared, collarless knit or woven blouses or sweaters may all be combined with the above in a business-like manner. Shoes should be dress shoes. Dark, monochromatic sneakers may be acceptable as well.

Definition of business environment grooming:

As stated above, all employees should present a clean, neat and tasteful appearance. This includes maintaining proper personal hygiene. Clothing should be in good repair and neatly arranged. Hair, including facial hair, should be clean, neatly trimmed and arranged. Jewelry and accessories should be in keeping with the presentation of a clean, neat, and tasteful appearance. Earrings are acceptable, but eyebrow rings, nose rings, lip rings, and tongue studs, etc. are not acceptable in a professional environment and, as such, may not be worn during business hours. Tattoos or body art that display violent or suggestive images are not acceptable in a professional environment and, as such, may not be visible during business hours. Displays of symbols or written messages, which represent a personal/political statement, are inappropriate as customers could interpret such displays as evidence of an official library position.

Discipline:

Employees that violate the Personal Appearance Policy may be subject to discipline pursuant to the Collective Bargaining Agreement.

The administration will make every effort to be sensitive to changes of style, attire and personal grooming, however the administration reserves the right to determine acceptable standards of personal appearance. The administration will periodically review this policy and make modifications as needed. Guidance concerning questions of appropriate attire and grooming should be sought through the accepted chain of command. Should an employee report for work improperly dressed or groomed, the department supervisor or a member of the administration will counsel the employee regarding the inappropriate attire or grooming and may send the employee home to correct the problem and return to work. The time spent away from work will be charged to the employee's accrued time. Employees who have a question about whether something conforms to the dress code are encouraged to consult with their department supervisor before reporting for work wearing or displaying the apparel or item in question. In cases of malfunctions of the heating or air conditioning systems, the department supervisors or a member of the administration may grant temporary permission to employees to work in attire not in accordance with the dress code.

Additional Guidelines:

The following is intended to provide some examples of acceptable and unacceptable attire and grooming. **These guidelines are not inclusive** and should be used only as a guide to some common questions about dress or grooming. Employees

should address specific questions or concerns regarding the dress code to their department supervisor

- Personal Appearance Policy pg. 3 -

	<u>Also Acceptable*</u>	<u>Unacceptable*</u>
Men		
Shirts		Polo, rugby, or golf shirts Collarless shirts of any kind T-shirts Tank tops
Pants	Khakis or Dockers Corduroy dress pants	Cargo pants Jeans Carpenter pants Overalls Exercise/lounge pants Shorts of any kind
Shoes	Loafers Dress boots	Sneakers (except as noted above) Sandals of any kind Work boots
Women		
	Khakis or Dockers Corduroy dress pants	Shorts of any kind Jeans Sundresses Bare midriff tops Cargo pants Overalls Exercise/lounge pants Leggings
Shoes	Loafers Dress boots Dress sandals	Sneakers (except as noted above) Casual sandals

* This list is in addition to the items specifically listed in the Definitions of Business Attire section above.

Approved Language

Albany Public Library – Maintenance Personnel section of Personal Appearance Policy

Maintenance Personnel: Due to the specialized nature of their job responsibilities and the need to clearly identify them as Albany Public Library employees, maintenance personnel are required to wear the following:

Shirt: Blue chambray full button work shirt (denim is not acceptable) OR a light blue T-shirt (with no writing, logo, etc.)

Pants: Dark blue work pants (no denim, jeans or cargo pants)

Shoes: Shoes should be work shoes or work boots. Dark, monochromatic sneakers may be acceptable as well. For safety considerations, steel-toed shoes are strongly recommended.

The library will provide several sets of universally sized coveralls to be worn for tasks that could result in significant damage or soiling of maintenance personnel clothing.

APPENDIX B – EVALUATION FORM

Albany Public Library Employee Performance Evaluation Conference Form

Each employee of the Albany Public Library will participate in a discussion with his/her supervisor within the first six months of employment, then annually thereafter, to review and improve job performance and the supervisory relationship. This form is to be used as a basis for and record of that discussion.

Because this library is a critically important institution in the education, cultural, and recreational life of this community, our standards are high. "Meets Standards" is a reflection of a job done well, not merely adequately. "Exceeds Standards" means something extraordinary that would be attained infrequently. "Fails to meet standards" means one is new to one's job, or that one has lost sight of the needs of the library or of one's department.

Name:

Department:

Date:

1. Job description

2. Quantity of work (productivity)

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

3. Quality of work

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

4. Customer Service (internal & external)

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

5. Work attitudes

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

6. Supervisory Skills (if app.)

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

7. Overall performance

Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

8. Goals/objectives set in last conference

9. Progress toward goals/objectives

- comments
- if met, go to #10
- if not met, set means and deadlines for progress, and outcomes if progress is not made

10. Goals for next review

11. Employee comments

*Employee's signature	Supervisor's Signature	Director's Signature

* certifies that evaluation was discussed with employee, and does not imply agreement with evaluation.

Process: Evaluations will be performed annually on anniversary date, and at six months for new hires.

1. Employee fills out self evaluation
2. Supervisor fills out performance evaluation form
3. Supervisor meets with director
4. Supervisor meets with employee (director or his delegate may also attend)

APPENDIX B – EVALUATION FORM

Albany Public Library Employee Performance Evaluation Conference Form

SELF

Each employee of the Albany Public Library will participate in a discussion with his/her supervisor within the first six months of employment, then annually thereafter, to review and improve job performance and the supervisory relationship. This form is to be used as a basis for and record of that discussion.

Because this library is a critically important institution in the education, cultural, and recreational life of this community, our standards are high. "Meets Standards" is a reflection of a job done well, not merely adequately. "Exceeds Standards" means something extraordinary that would be attained infrequently. "Fails to meet standards" means one is new to one's job, or that one has lost sight of the needs of the library or of one's department.

Name:

Department:

Date:

1. Job description

2. Quantity of work (productivity)
Narrative:

Meets Standards	Exceeds Standards	Fails to meet standards

3. Quality of work
Narrative:

--	--	--

4. Customer Service (internal & external)
Narrative:

--	--	--

5. Work attitudes
Narrative:

--	--	--

6. Supervisory Skills (if app.)
Narrative:

--	--	--

7. Overall performance
Narrative:

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8. Goals/objectives set in last conference

9. Progress toward goals/objectives

- comments
- if met, go to #10
- if not met, set means and deadlines for progress, and outcomes if progress is not made

10. Goals for next review

11. Employee comments

* Employee's signature	Supervisor's Signature	Director's Signature

* certifies that evaluation was discussed with employee, and does not imply agreement with evaluation.

Process: Evaluations will be performed annually on anniversary date, and at six months for new hires.

1. Employee fills out self evaluation
2. Supervisor fills out performance evaluation form
3. Supervisor meets with director
4. Supervisor meets with employee (director or his delegate may also attend)

APPENDIX C – SALARY TABLES

Librarian I / Computer Support Specialist

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$38,527.74 \$19.76	\$39,779.89 \$20.40	\$41,072.74 \$21.06	\$42,407.60 \$21.75
1	\$38,827.74 \$19.91	\$40,089.64 \$20.56	\$41,392.55 \$21.23	\$42,737.81 \$21.92
2	\$39,127.74 \$20.07	\$40,399.39 \$20.72	\$41,712.37 \$21.39	\$43,068.02 \$22.09
3	\$39,427.74 \$20.22	\$40,709.14 \$20.88	\$42,032.19 \$21.55	\$43,398.23 \$22.26
4	\$39,727.74 \$20.37	\$41,018.89 \$21.04	\$42,352.00 \$21.72	\$43,728.44 \$22.42
5	\$40,027.74 \$20.53	\$41,328.64 \$21.19	\$42,671.82 \$21.88	\$44,058.65 \$22.59
6	\$40,327.74 \$20.68	\$41,638.39 \$21.35	\$42,991.64 \$22.05	\$44,388.86 \$22.76
7	\$40,627.74 \$20.83	\$41,948.14 \$21.51	\$43,311.45 \$22.21	\$44,719.08 \$22.93
8	\$40,927.74 \$20.99	\$42,257.89 \$21.67	\$43,631.27 \$22.38	\$45,049.29 \$23.10
9	\$41,227.74 \$21.14	\$42,567.64 \$21.83	\$43,951.09 \$22.54	\$45,379.50 \$23.27
10	\$41,527.74 \$21.30	\$42,877.39 \$21.99	\$44,270.90 \$22.70	\$45,709.71 \$23.44

Librarian II

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$41,319.62	\$42,662.51	\$44,049.04	\$45,480.63
	\$21.19	\$21.88	\$22.59	\$23.32
1	\$41,691.62	\$43,046.60	\$44,445.61	\$45,890.09
	\$21.38	\$22.08	\$22.79	\$23.53
2	\$42,063.62	\$43,430.69	\$44,842.18	\$46,299.55
	\$21.57	\$22.27	\$23.00	\$23.74
3	\$42,435.62	\$43,814.78	\$45,238.76	\$46,709.01
	\$21.76	\$22.47	\$23.20	\$23.95
4	\$42,807.62	\$44,198.87	\$45,635.33	\$47,118.48
	\$21.95	\$22.67	\$23.40	\$24.16
5	\$43,179.62	\$44,582.96	\$46,031.90	\$47,527.94
	\$22.14	\$22.86	\$23.61	\$24.37
6	\$43,551.62	\$44,967.05	\$46,428.47	\$47,937.40
	\$22.33	\$23.06	\$23.81	\$24.58
7	\$43,923.62	\$45,351.14	\$46,825.05	\$48,346.86
	\$22.52	\$23.26	\$24.01	\$24.79
8	\$44,295.62	\$45,735.23	\$47,221.62	\$48,756.32
	\$22.72	\$23.45	\$24.22	\$25.00
9	\$44,667.62	\$46,119.32	\$47,618.19	\$49,165.78
	\$22.91	\$23.65	\$24.42	\$25.21
10	\$45,039.62	\$46,503.41	\$48,014.77	\$49,575.25
	\$23.10	\$23.85	\$24.62	\$25.42

Librarian III

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$46,462.50 \$23.83	\$47,972.53 \$24.60	\$49,531.64 \$25.40	\$51,141.42 \$26.23
1	\$46,962.50 \$24.08	\$48,488.78 \$24.87	\$50,064.67 \$25.67	\$51,691.77 \$26.51
2	\$47,462.50 \$24.34	\$49,005.03 \$25.13	\$50,597.69 \$25.95	\$52,242.12 \$26.79
3	\$47,962.50 \$24.60	\$49,521.28 \$25.40	\$51,130.72 \$26.22	\$52,792.47 \$27.07
4	\$48,462.50 \$24.85	\$50,037.53 \$25.66	\$51,663.75 \$26.49	\$53,342.82 \$27.36
5	\$48,962.50 \$25.11	\$50,553.78 \$25.93	\$52,196.78 \$26.77	\$53,893.17 \$27.64
6	\$49,462.50 \$25.37	\$51,070.03 \$26.19	\$52,729.81 \$27.04	\$54,443.53 \$27.92
7	\$49,962.50 \$25.62	\$51,586.28 \$26.45	\$53,262.84 \$27.31	\$54,993.88 \$28.20
8	\$50,462.50 \$25.88	\$52,102.53 \$26.72	\$53,795.86 \$27.59	\$55,544.23 \$28.48
9	\$50,962.50 \$26.13	\$52,618.78 \$26.98	\$54,328.89 \$27.86	\$56,094.58 \$28.77
10	\$51,462.50 \$26.39	\$53,135.03 \$27.25	\$54,861.92 \$28.13	\$56,644.93 \$29.05

Information Technology Manager

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$54,596.54	\$56,370.92	\$58,202.98	\$60,094.57
	\$28.00	\$28.91	\$29.85	\$30.82
1	\$55,096.54	\$56,887.17	\$58,736.01	\$60,644.93
	\$28.25	\$29.17	\$30.12	\$31.10
2	\$55,596.54	\$57,403.42	\$59,269.03	\$61,195.28
	\$28.51	\$29.44	\$30.39	\$31.38
3	\$56,096.54	\$57,919.67	\$59,802.06	\$61,745.63
	\$28.77	\$29.70	\$30.67	\$31.66
4	\$56,596.54	\$58,435.92	\$60,335.09	\$62,295.98
	\$29.02	\$29.97	\$30.94	\$31.95
5	\$57,096.54	\$58,952.17	\$60,868.12	\$62,846.33
	\$29.28	\$30.23	\$31.21	\$32.23
6	\$57,596.54	\$59,468.42	\$61,401.15	\$63,396.68
	\$29.54	\$30.50	\$31.49	\$32.51
7	\$58,096.54	\$59,984.67	\$61,934.17	\$63,947.03
	\$29.79	\$30.76	\$31.76	\$32.79
8	\$58,596.54	\$60,500.92	\$62,467.20	\$64,497.39
	\$30.05	\$31.03	\$32.03	\$33.08
9	\$59,096.54	\$61,017.17	\$63,000.23	\$65,047.74
	\$30.31	\$31.29	\$32.31	\$33.36
10	\$59,596.54	\$61,533.42	\$63,533.26	\$65,598.09
	\$30.56	\$31.56	\$32.58	\$33.64

Library Assistant

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$27,700.43 \$14.21	\$28,600.69 \$14.67	\$29,530.21 \$15.14	\$30,489.94 \$15.64
1	\$27,950.43 \$14.33	\$28,858.82 \$14.80	\$29,796.73 \$15.28	\$30,765.12 \$15.78
2	\$28,200.43 \$14.46	\$29,116.94 \$14.93	\$30,063.24 \$15.42	\$31,040.30 \$15.92
3	\$28,450.43 \$14.59	\$29,375.07 \$15.06	\$30,329.75 \$15.55	\$31,315.47 \$16.06
4	\$28,700.43 \$14.72	\$29,633.19 \$15.20	\$30,596.27 \$15.69	\$31,590.65 \$16.20
5	\$28,950.43 \$14.85	\$29,891.32 \$15.33	\$30,862.78 \$15.83	\$31,865.82 \$16.34
6	\$29,200.43 \$14.97	\$30,149.44 \$15.46	\$31,129.30 \$15.96	\$32,141.00 \$16.48
7	\$29,450.43 \$15.10	\$30,407.57 \$15.59	\$31,395.81 \$16.10	\$32,416.17 \$16.62
8	\$29,700.43 \$15.23	\$30,665.69 \$15.73	\$31,662.33 \$16.24	\$32,691.35 \$16.76
9	\$29,950.43 \$15.36	\$30,923.82 \$15.86	\$31,928.84 \$16.37	\$32,966.53 \$16.91
10	\$30,200.43 \$15.49	\$31,181.94 \$15.99	\$32,195.35 \$16.51	\$33,241.70 \$17.05

Principal Library Clerk (Earmarked)

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Earmarked Rate	\$36,265.45	\$37,444.07	\$38,661.01	\$39,917.49
	\$18.60	\$19.20	\$19.83	\$20.47

Senior Library Clerk (Earmarked)

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Earmarked Rate	\$23,798.09	\$24,571.53	\$25,370.11	\$26,194.63
	\$12.20	\$12.60	\$13.01	\$13.43

Library Clerk

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$20,017.08	\$20,667.63	\$21,339.33	\$22,032.86
	\$10.27	\$10.60	\$10.94	\$11.30
1	\$20,217.08	\$20,874.13	\$21,552.54	\$22,253.00
	\$10.37	\$10.70	\$11.05	\$11.41
2	\$20,417.08	\$21,080.63	\$21,765.75	\$22,473.14
	\$10.47	\$10.81	\$11.16	\$11.52
3	\$20,617.08	\$21,287.13	\$21,978.96	\$22,693.28
	\$10.57	\$10.92	\$11.27	\$11.64
4	\$20,817.08	\$21,493.63	\$22,192.18	\$22,913.42
	\$10.68	\$11.02	\$11.38	\$11.75
5	\$21,017.08	\$21,700.13	\$22,405.39	\$23,133.56
	\$10.78	\$11.13	\$11.49	\$11.86
6	\$21,217.08	\$21,906.63	\$22,618.60	\$23,353.70
	\$10.88	\$11.23	\$11.60	\$11.98
7	\$21,417.08	\$22,113.13	\$22,831.81	\$23,573.84
	\$10.98	\$11.34	\$11.71	\$12.09
8	\$21,617.08	\$22,319.63	\$23,045.02	\$23,793.98
	\$11.09	\$11.45	\$11.82	\$12.20
9	\$21,817.08	\$22,526.13	\$23,258.23	\$24,014.12
	\$11.19	\$11.55	\$11.93	\$12.31
10	\$22,017.08	\$22,732.63	\$23,471.44	\$24,234.26
	\$11.29	\$11.66	\$12.04	\$12.43

Custodial Worker II

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$24,009.76 \$12.31	\$24,790.07 \$12.71	\$25,595.75 \$13.13	\$26,427.61 \$13.55
1	\$24,309.76 \$12.47	\$25,099.82 \$12.87	\$25,915.57 \$13.29	\$26,757.82 \$13.72
2	\$24,609.76 \$12.62	\$25,409.57 \$13.03	\$26,235.38 \$13.45	\$27,088.03 \$13.89
3	\$24,909.76 \$12.77	\$25,719.32 \$13.19	\$26,555.20 \$13.62	\$27,418.24 \$14.06
4	\$25,209.76 \$12.93	\$26,029.07 \$13.35	\$26,875.02 \$13.78	\$27,748.45 \$14.23
5	\$25,509.76 \$13.08	\$26,338.82 \$13.51	\$27,194.83 \$13.95	\$28,078.67 \$14.40
6	\$25,809.76 \$13.24	\$26,648.57 \$13.67	\$27,514.65 \$14.11	\$28,408.88 \$14.57
7	\$26,109.76 \$13.39	\$26,958.32 \$13.82	\$27,834.47 \$14.27	\$28,739.09 \$14.74
8	\$26,409.76 \$13.54	\$27,268.07 \$13.98	\$28,154.28 \$14.44	\$29,069.30 \$14.91
9	\$26,709.76 \$13.70	\$27,577.82 \$14.14	\$28,474.10 \$14.60	\$29,399.51 \$15.08
10	\$27,009.76 \$13.85	\$27,887.57 \$14.30	\$28,793.92 \$14.77	\$29,729.72 \$15.25

Custodial Worker I

Step	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Hire	\$19,883.37	\$20,529.58	\$21,196.79	\$21,885.69
	\$10.20	\$10.53	\$10.87	\$11.22
1	\$20,083.37	\$20,736.08	\$21,410.00	\$22,105.83
	\$10.30	\$10.63	\$10.98	\$11.34
2	\$20,283.37	\$20,942.58	\$21,623.21	\$22,325.97
	\$10.40	\$10.74	\$11.09	\$11.45
3	\$20,483.37	\$21,149.08	\$21,836.42	\$22,546.11
	\$10.50	\$10.85	\$11.20	\$11.56
4	\$20,683.37	\$21,355.58	\$22,049.63	\$22,766.25
	\$10.61	\$10.95	\$11.31	\$11.67
5	\$20,883.37	\$21,562.08	\$22,262.85	\$22,986.39
	\$10.71	\$11.06	\$11.42	\$11.79
6	\$21,083.37	\$21,768.58	\$22,476.06	\$23,206.53
	\$10.81	\$11.16	\$11.53	\$11.90
7	\$21,283.37	\$21,975.08	\$22,689.27	\$23,426.67
	\$10.91	\$11.27	\$11.64	\$12.01
8	\$21,483.37	\$22,181.58	\$22,902.48	\$23,646.81
	\$11.02	\$11.38	\$11.74	\$12.13
9	\$21,683.37	\$22,388.08	\$23,115.69	\$23,866.95
	\$11.12	\$11.48	\$11.85	\$12.24
10	\$21,883.37	\$22,594.58	\$23,328.90	\$24,087.09
	\$11.22	\$11.59	\$11.96	\$12.35

