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Union: **Guiderland Public Library General Unit I, CSEA, AFSCME, AFL-CIO**

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GEN/8347

AGREEMENT

by and between the

GUILDERLAND PUBLIC
LIBRARY - UNIT I

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

MAY 31 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Guiderland Public Library General Unit
Albany County Local 801

July 1, 2005 - June 30, 2009

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ARTICLE 1 - PURPOSE AND INTENT

- 1.1 It is the purpose of this Agreement to promote and maintain good relations between the Employer, the Union, and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend.
- 1.2 It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer has recognized the Union as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment for all full-time and part-time employees who are members of the collective bargaining unit.
- 2.2 In the event the Employer creates a new position, it shall consult with the Union to determine to which, if any, collective bargaining unit the position shall belong. If the parties do not agree on unit placement, the Employer may make a determination and shall advise the Union promptly of its determination. Thereafter, upon petition of the Union, the matter may be referred to the Public Employment Relations Board for resolution. The employer's determination of the position's unit placement shall stand while the PERB's resolution of the matter is pending.

ARTICLE 3 - DEFINITIONS

Unless otherwise indicated, as used in this Agreement,

- 3.1 "Union" or "CSEA" shall mean The Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO (Guilderland Public Library General Unit, Albany County Local 801).
- 3.2 "Employer" shall mean the Guilderland Public Library.
- 3.3 "Director" shall mean the Director of the Guilderland Public Library.
- 3.4 "Collective bargaining unit" shall mean all full-time and part-time employees other than the Director, Assistant Director, Computer Specialist, Secretary/Receptionist, Account Clerk (Bookkeeper), temporary employees, substitutes and students, and Department Heads.
- 3.5 "Represented Employee" shall mean an employee who is a member of the collective bargaining unit.
- 3.6 "Full-time Employee" shall mean an employee who, due to his/her appointment by the Employer, is regularly scheduled to work 37.5 or more hours per week.

ARTICLE 3 – DEFINITIONS (CONTINUED)

- 3.7 "Benefitted Part-time Employee" shall mean a part-time employee who, due to his/her appointment by the Employer, is regularly scheduled to work twenty-five (25) or more hours per week, but fewer than thirty-seven and one-half hours per week.
- 3.8 "Non-benefitted Part-time Employee" shall mean a part-time employee who, due to his/her appointment by the Employer, is regularly scheduled to work fewer than 25 hours per week.
- **Generally, all full time employees will work an eight (8) hour day, with a ½ hour unpaid lunch, to give them a 37.5 hour work week. Variations in daily work hours may be made by the Department Heads, with the approval of the Director or her/his designee.
- 3.9 "Temporary Employee" shall mean an individual employed by the Employer for a term not to exceed six months, unless extended by mutual agreement between the Employer and the Union.
- 3.10 "Anniversary Date" shall mean the anniversary of a represented employee's first date of employment by the Employer. A new Anniversary Date shall be established as the date of re-employment if a represented employee is off the payroll for a period of more than thirty days, unless such employee is on approved Leave Without Pay.
- 3.11 "Benefitted Status Date" shall mean the date on which a Represented Employee becomes entitled to benefits pursuant to his/her appointment to a benefitted position.
- 3.12 "Day", unless otherwise indicated, shall mean calendar day.
- 3.13 The "Basic Workweek" consists of 37.5 hours per week.

ARTICLE 4 - UNION STATUS AND RIGHTS

- 4.1 Exclusive Representation. The Union shall have the sole and exclusive right to represent all employees in the collective bargaining unit in the negotiation of terms and conditions of employment, and in the filing of and representation of represented employees in grievances arising out of the administration of the Agreement.
- 4.2 Dues Check-off. The Employer shall deduct from each represented employee's salary or wages the amount established by the Union as its dues. The Employer shall transmit the amounts so deducted to CSEA at 143 Washington Avenue, Albany, NY 12210 promptly, but in no event later than 10 business days of the date such amounts are deducted from an employee's paycheck. An employee's authorization for dues deductions shall be in writing on a form prescribed by the Union and shall remain in effect until revoked in writing by the employee. In the event of such a revocation, the Employer shall promptly forward a copy of such revocation to CSEA. CSEA shall give the Employer at least 60 days notice of any change in the amount of dues to be deducted.

ARTICLE 4 - UNION STATUS AND RIGHTS (CONTINUED)

- 4.3 Agency Fee. Pursuant to Section 208 of the Civil Service Law the Employer shall deduct from the wages or salaries of employees who are members of the collective bargaining unit but who are not members of the Union an agency shop fee. Agency shop fees shall be identified and forwarded together with dues deducted pursuant to this section. CSEA represents that it has established the refund procedure required by Section 208 and shall indemnify the Employer against any claim that agency fees may have been improperly deducted or that the refund procedure does not comply with the statute.
- 4.4 Officers and Stewards. Within 30 days of the ratification of this Agreement, and within 10 business days of any change thereto, the Union shall notify the Employer in writing of the names of the officers and stewards authorized to administer this Agreement on behalf of the Union; the Employer shall recognize no others.
- 4.5 Lists of Unit Members. No later than July 15 of each year of this Agreement, the Employer will supply the Union with a complete list of all represented employees as of July 1st of such year. This list will include the following information for each represented employee: name, current address, date of hire, and civil service title.
- 4.6 Bulletin Board. The Employer shall provide one bulletin board for the exclusive use by the Union for the purpose of posting bulletins, notices, and materials issued by the Union.
- 4.7 Agendas and Minutes of Board Meetings. A copy of the agendas of meetings of the Library's Board of Trustees, as well as draft and final minutes of meetings, shall be provided to the CSEA Unit President as soon as they become available.
- 4.8 Released Time for Union Unit President. The Union's Unit President shall be granted released time to attend meetings of the Labor Management Committee and to process grievances filed pursuant to Article 8 of this Agreement.
- 4.9 Meeting Space. Upon application pursuant to the Employer's established procedures, the Employer will permit the Union to use meeting space on its premises. The Union shall use its best efforts to request the use of such space at least 48 hours in advance and shall attempt to schedule its meetings at times which will least interfere with the use of the Library by the public. The Union shall have no right to displace any Library or community group that has previously been granted use of Library facilities. The Union will be responsible and will take reasonable precautions to protect the property of the Employer and will return the meeting space and related facilities so used in the same condition in which it received them.
- 4.10 Credit Union Deductions. The Employer agrees to deduct from the salary or wages of any represented employee an amount authorized, in writing, by the employee and to transmit such funds to the Credit Union jointly selected by the Employer and the Union. A represented employee's authorization for such deductions may be withdrawn by the employee at any time upon filing of a written notice of such withdrawal with the Director.
- 4.11 The basic workweek of full-time represented employees shall not be increased as a result of the Employer's exercise of its right to change the Employer's hours of operation. In the event the Employer modifies its regular hours of operation, the Employer will provide employees with written notice of such change no later than 45 days prior to implementation.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 This Agreement shall supersede any rule or regulation of the Employer, including the Employer's Employee Handbook, concerning terms and conditions of employment which are contrary to or inconsistent with this Agreement's terms.
- 5.2 Except as expressly limited by provisions of law or by this Agreement, all of the authority, rights and responsibilities possessed by the Employer, the Employer's Board of Trustees, and the Director are retained by them including, but not limited to, the following:
- a. to determine the Employer's mission, purposes, objectives, and policies;
 - b. to determine the Employer's hours and days of operation and the services, facilities, and programs to be provided to the public;
 - c. to determine the use of the Employer's facilities, and the methods, means and personnel required for the conduct of Library programs;
 - d. to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law;
 - e. to direct, deploy, and utilize the work force;
 - f. to determine whether positions shall be full-time, part-time, salaried or hourly, and benefitted or non-benefitted, in accordance with law and the negotiated terms of this Agreement;
 - g. to establish the specifications for each class of positions, to classify or reclassify positions, and to allocate or reallocate new or existing positions in accordance with law and the negotiated terms of this Agreement; and
 - h. to effect the discipline and discharge of employees.
- 5.3 With respect to matters not covered by this Agreement, the Employer's Employee Handbook shall control.

ARTICLE 6 - EMPLOYEE RIGHTS

- 6.1 Review of Personnel File. A represented employee shall have the right, upon at least 48 hours notice to the Director, to review the content of his or her personnel file, except pre-employment documentation, and shall have the right to have a CSEA representative present during such review. The Employer also shall have a representative present during the review.

ARTICLE 6 - EMPLOYEE RIGHTS (CONTINUED)

- 6.2 Review of Critical Material. No material critical of a represented employee shall be placed in his or her personnel file unless the employee has had an opportunity to review the material and is provided with a copy. Within five days of his or her receipt of such material, the employee shall have the right to file a written response thereto, which response will be attached to the critical material.
- 6.3 Posting of Vacancies.
- a. Except in an emergency, the Employer shall post notice of vacancies in full and part-time positions at least 10 days before the date on which the position is to be filled. Announcements of such vacancies shall contain the title of the position to be filled and the minimum qualifications required for appointment.
 - b. When a vacancy is posted as provided herein, any represented employee who wishes to be considered for appointment or assignment to such vacancy shall express his or her interest in writing within five days following the date the notice is posted.
- 6.4 Interrogations.
- a. No represented employee shall be required to submit to an interrogation for the purpose of providing the Employer with a statement or information to be used in a disciplinary proceeding against him or her unless the employee is notified of the right to have a representative present during the interrogation. A represented employee shall be entitled to a reasonable amount of time, not to exceed two business days (excluding weekends and holidays), to secure such a representative. However, nothing herein shall prevent the Employer from making inquiry to obtain information necessary for the conduct of its business or to evaluate employees.
 - b. If during the course of an otherwise appropriate inquiry it becomes clear that a represented employee is a likely subject of discipline and that the Employer may seek a statement or information for use in a disciplinary proceeding, the rights provided by paragraph (a) of this section shall apply.
 - c. No represented employee shall be requested to sign any statement regarding his or her alleged incompetence or misconduct unless a copy of the executed statement is promptly provided to the employee.
 - d. No recording devices or stenographic services shall be used during an interrogation unless the represented employee is advised in advance that a transcript will be made and unless a copy of the transcript is promptly provided to the employee. The represented employee may make a taped recording of the interrogation, provided that arrangements are made, in advance, to promptly provide the Employer with a copy of the tape.

ARTICLE 6 - EMPLOYEE RIGHTS (CONTINUED)

6.5 Out-of-Title Work.

- a. No represented employee shall be employed in any civil service title inappropriate to the duties he/she is required to regularly perform, and no represented employee shall be directed to perform the duties of any other civil service title unless he or she has been appointed, promoted, transferred or recalled to such position.
- b. Nothing herein shall preclude a represented employee from (i) voluntarily undertaking the duties of another position; or (ii) assuming the duties of a supervisor during a period of absence not to exceed 15 consecutive working days due to the supervisor's vacation, illness, or other reason for the supervisor's absence; or (iii) being assigned to perform the duties of a title graded the same or lower, for a period not to exceed 30 consecutive days at the employee's regular (higher) rate of pay.
- c. The final step of any grievance brought pursuant to Article 8 of this Agreement which alleges a violation of this section shall be an appeal to Step 2 of the grievance procedure established pursuant to Article 8 of this Agreement.
- d. If in the course of a grievance proceeding brought pursuant to Article 8 of the Agreement, or by the parties' mutual agreement, it is determined that a represented employee has been directed, in writing, to perform duties inappropriate to his or her title, but appropriate to a title graded the same or lower, for more than 30 consecutive days, an order that the performance of out-of-title duties cease and desist shall be issued, in writing, to the Employee, the Employee's supervisor and CSEA.
- e. If in the course of a grievance proceeding brought pursuant to Article 8 of this Agreement, or by the parties' mutual agreement, it is determined that a represented employee has been performing duties inappropriate to his or her title but appropriate to a title paid by the Employer at a higher rate of pay, the represented employee shall receive an amount equal to the difference between his/her rate of pay and the rate of pay for the employee earning the lowest rate of pay in the relevant title. However, if the employee performing the out-of-title work earns a higher rate of pay than the employee earning the lowest rate of pay in the relevant title, then the employee performing the out of title work will receive an additional five percent of his/her rate of pay for the period of the out-of-title assignment. In no case shall a monetary award be retroactive to a date earlier than 20 working days prior to the date on which the grievance was filed.

ARTICLE 7 - NON-DISCRIMINATION

- 7.1 The Employer and the Union shall administer their obligations under this Agreement in a manner which shall be fair and impartial to all employees and which shall not discriminate against any employee by reason of age, sex, marital status, race, color, creed, national origin, political affiliation, or disability.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 **Basic Principles.** The purpose of this grievance procedure is to secure, at the earliest possible step, equitable solutions to grievances. Informal discussion prior to the filing of a formal grievance is encouraged. A represented employee has the right to present a grievance in accordance with this grievance procedure and without fear of coercion, interference, restraint, discrimination or reprisal. The employee shall have the right to have a Union representative present and to be so represented at each stage of this grievance procedure.
- 8.2 **Definition of Grievance.** A grievance is a dispute concerning the interpretation, application, or claimed violation by the Employer or its agents of a specific term or provision of this Agreement.
- 8.3 **Grievance Procedure.** The grievance procedure shall be as follows:
- a. **Step 1 (Director).** The represented employee shall present his or her grievance to the Director, on the form attached hereto as Appendix A, within 15 days following the date on which the employee knew or should have known of the Employer's act or omission giving rise to the grievance. The grievance shall contain a short, plain statement of the Employer's act or omission giving rise to the grievance, shall specify the section or sections of this Agreement which the Union claims have been violated, and the remedy the Union seeks. The Director shall respond to the grieving employee in writing within 10 days of the date the grievance was received, and will provide a copy to the employee's Union representative and the Union Unit President.
 - b. **Step 2 (Board).** In the event that the Union wishes to appeal the Director's decision, it shall submit a written appeal to the President of the Employer's Board of Trustees within 10 days of the date of receipt of the Director's Step I decision. The appeal shall contain a short, plain statement of the reason(s) the Union disagrees with the Director's decision. The Board of Trustees, or a committee appointed by the Board, shall meet with the aggrieved employee and his or her Union representative, and shall issue a written decision within 20 days of the date the appeal was received.
 - c. **Step 3 (Arbitration).** In the event the Union wishes to appeal a decision of the Board, it may appeal to arbitration by filing a demand for arbitration with the Director within 20 days of receipt of the Board's decision.
 - (i) The demand for arbitration shall identify the issues the Union seeks to submit to arbitration and shall specify the section or sections of this Agreement which the Union claims have been violated and the remedy it seeks. The demand for arbitration may not add issues that have not been raised previously before the Board during the grievance proceeding at issue, and, in the event that any such issue is raised, the issue(s) shall be returned to the Board for further review.
 - (ii) The arbitrator shall be selected from the list of arbitrators established by the Public Employment Relations Board and by the rules of that Agency establishing procedures for grievance arbitration.

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTINUED)

8.3 Grievance Procedure. The grievance procedure shall be as follows:

- (iii) The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Employer or the Union contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required upon request of either party to rule upon the question of arbitrability before receiving evidence on any other issue.
- (iv) The decision and award of the arbitrator shall be final and binding upon the parties.
- (v) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. In no instance shall any represented employee suffer loss of wages or time accruals due to his/her being required to testify at such proceedings.

8.4 General Provisions Pertaining to Grievance Proceedings.

- a. In order to ensure that grievances are resolved as rapidly as possible, the time limits specified in this Article will be extended only by mutual consent of the parties.
- b. If the Employer fails to meet the time limits specified in this Article, the Union may advance the matter by appeal to the next step of the procedure established by this Article. If a decision is not appealed within the time limits specified, the grievance will be discontinued and further proceedings under this Agreement or elsewhere shall be barred.
- c. The parties' settlement of or an arbitrator's award upon a grievance may or may not be retroactive as the equities of each case demand; however, in no event shall such a settlement or award be retroactive to a date earlier than 30 days prior to the date the grievance was presented to the Director pursuant to Section 8.3(a) of this Article.
- d. In the event service of a document under this Article is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt of the document shall be extended by three days.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

- 9.1 The Union and its represented employees agree not to assert the right to strike, nor to engage, assist, participate, cause, instigate, encourage, or condone a strike or a work slowdown or stoppage during the term of this Agreement. In addition, the Union and its represented employees agree not to make use of Library property for union business or union related purposes and agree not to perform union business or act on behalf of the union during their assigned work hours. This is not meant to preclude represented employees from discussing union matters during their break times nor to keep the union from using Library property to hold meetings of the bargaining unit members, as it has done in the past.
- 9.2 The Union shall take action to prevent and/or to end any activities precluded pursuant to section 9.1 of this Article which may be engaged in by represented employees covered by this Agreement.
- 9.3 The Employer shall not lock out any represented employees covered by this Agreement during the term of this Agreement.

ARTICLE 10 - HOLIDAYS

- 10.1 The Employer shall be closed in observance of the following holidays:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
- 10.2 If a holiday on which the Employer is closed falls on a Sunday on which the Employer would normally be closed (i.e., summer hours), the Employer will observe the holiday and be closed on Monday.
- 10.3 All full-time employees will be paid for the holidays on which the Employer is closed. If a full-time employee is regularly scheduled to work on the day the Employer is closed, the employee will be paid his/her current hourly wage multiplied by seven and one-half (7.5) hours. If a full-time employee is not regularly scheduled to work on the day the Employer is closed, the employee will be entitled to a different day off with pay, with payment to be calculated as described above, and with the scheduling of the day off with pay to be mutually agreed upon between the employee and his/her Department Head and approved by the Director or the Director's designee. The day off with pay must be used within one (1) calendar year of the date on which it accrues.
- 10.4 In addition to the above, a full-time employee shall accrue seven and one-half (7.5) hours of holiday leave on Martin Luther King Day, Presidents' Day, and Veterans' Day. This floating holiday leave must be used within one calendar year of the date on which it accrues. The employee's scheduling of holiday leave must be mutually agreed upon by the employee and his/her Department Head and approved by the Director or the Director's designee.

ARTICLE 10 – HOLIDAYS (CONTINUED)

10.5 In addition to the above, the Employer may elect to close early on Thanksgiving Eve and New Year's Eve. In addition, the Employer may elect to close on all or part of Easter, and may elect to close on the Saturday and/or Sunday preceding Memorial and Labor Days. Represented benefitted employees who are normally scheduled to work on the above-listed days on which the Employer elects to close will not be paid for hours they otherwise would have worked on those days and may elect to make up any lost time within five library business days, with the rescheduling of such hours subject to the approval of the employee's Department Head and the Director or the Director's designee. Employees may elect to use personal or vacation leave instead of rescheduling the lost hours.

10.6 Holidays of Benefitted Part-Time Employees.

- a. Benefitted part-time employees who are normally scheduled to work on a holiday on which the Employer is closed may elect to make up any lost time within five (5) library business days of the holiday, with the scheduling of such hours subject to the approval of the employee's Department Head and the Director or the Director's designee. Any hours that are not made up, will either be unpaid or will, at the employee's option, be deducted from the employee's personal or vacation time.
- b. It is understood between the parties, that benefitted part-time employees are expected to work at least the minimum number of hours (25) to maintain their benefitted part-time status, on a regular basis. Employees who fail to work their expected hours on a regular basis will be addressed by the Employer and may be subject to discipline.
- c. All benefitted part time employees shall receive four (4) hours of holiday leave, with pay, on Christmas Day, New Years' Day and Thanksgiving.

10.7 Holidays for Non-Benefitted Part-Time Employees:

Non-benefitted part-time employees who are normally scheduled to work on a holiday on which the Employer is closed will have the option of making up the time. If such employee wishes to make up the time, (s)he must reschedule the hours within five (5) library business days of the holiday, with the scheduling of such hours subject to the approval of the employee's Department Head and the Director or the Director's designee.

ARTICLE 11 - EMERGENCY OR OTHER UNANTICIPATED CLOSURE

11.1 In the event the Director or the Director's designee determines that it is necessary and appropriate to close the Library on account of inclement weather, emergency, or for any other reason that may be unanticipated, employees will be compensated in the following manner:

- a. Any full-time employee who is scheduled to work during the hours the Library is closed will be paid for the day at his/her current hourly wage multiplied by the number of hours he/she was scheduled to work that day; however, for purposes of this calculation, this amount shall not exceed seven and one-half (7.5) hours unless the employee actually worked more than seven and one-half (7.5) hours prior to closure.

ARTICLE 11 - EMERGENCY OR OTHER UNANTICIPATED CLOSURE (CONTINUED)

- b. Any part-time employee who is scheduled to work during the hours the Library is closed, and who has reported to work and is present when the Library closes, will be paid for the day at his/her current hourly wage multiplied by the number of hours he/she was scheduled to work that day; however, for purposes of this calculation, this amount shall not exceed four hours unless the employee actually worked more than four hours prior to closure.
- c. Any part time employee (benefitted or non-benefitted) who is scheduled to work during the hours the library is closed, and who has not reported to work, may choose one of the following options: (i) take the time without pay; (ii) reschedule the hours lost within five (5) library business days of the closing, with such hours to be approved by the employee's Department Head and the Director or the Director's designee or (iii) use personal or vacation leave time, if available.
- d. It is understood between the parties, that benefitted part-time employees are expected to work at least the minimum number of hours (25) to maintain their benefitted part-time status, on a regular basis. Employees who fail to work their expected hours on a regular basis will be addressed by the Employer and may be subject to discipline.

11.2 The Director or the Director's designee will make all necessary efforts to contact and notify employees who are scheduled to work during the hours the Library is to be closed of the impending closure.

ARTICLE 12 - COMPENSATION

12.1 Base Salary

- a. Librarians
 - 1. Effective July 1, 2005, all librarians shall receive an increase in their base salary of 3%.
 - 2. Except as provided below, effective July 1, 2006, all librarians (full and part-time) shall receive an increase of 7.07% in their hourly rate. Any full-time librarian employed prior to July 1, 2006, shall receive an increase of 7.07% or an increase in their hourly rate such that their annual pay is equal to \$40,000, whichever is greater. All part-time librarians employed prior to July 1, 2006 shall receive an increase of 7.07%.
 - 3. Effective July 1, 2007 and July 1, 2008, all librarians shall receive an increase of 3% on their base salary.
- b. Senior Library Clerks, Library Clerks and Maintenance Workers
 - 1. Effective July 1, 2005, all clerks and maintenance workers shall receive a 3% increase on their base salary.

ARTICLE 12 – COMPENSATION (CONTINUED)

12.1 Base Salary

2. Effective July 1, 2006, July 1, 2007, and July 1, 2008, all clerks and maintenance workers shall receive a 3% increase on their base salary.
3. As a one time adjustment, on July 1, 2006, all full-time Senior Library Clerks and full-time Library Clerks shall receive an increase in their hourly rate of pay equal to five cents (.05) multiplied by the number of complete years of service to the Library in the clerks current title as of July 1, 2006. This amount shall be added to the eligible clerks' salary after the 3% increase (in number #2 above) has been calculated. This one-time adjustment shall be available only to those employees who meet the criteria set forth in this paragraph, and shall not be available to anyone hired for or promoted to a Clerk or Senior Clerk position after July 1, 2006.

c. Pages

Effective July 1, 2005, July 1, 2006, July 1, 2007 and July 1, 2008, all pages shall receive a 2% increase on their base salary.

- d. The Board of Trustees shall, annually, establish starting salaries for all positions, except that the starting salary for librarians is hereby established as follows:

2005 - \$36,270
2006 - \$38,000
2007 - \$40,000
2008 - \$41,200

- e. Pay for part-time, non-benefited employees who, with the approval of their supervisor, work more than 25 hours in any one week, will receive an extra .50 per hour.

12.2 Longevity

Effective July 1, 2005, and payable upon the employee's anniversary date, employees shall receive the following longevity payments:

Years of Service	Full Time Staff	Part Time Staff
6 - 10 years	\$ 500	\$250
11 - 15 years	\$ 750	\$375
16 - 19 years	\$1,000	\$500
20 or more years	\$1,250	\$625

Longevity shall be paid to an employee in a separate check and shall not be added to an employee's base pay.

ARTICLE 12 – COMPENSATION (CONTINUED)

12.3 Sunday Compensation

- a. Any full time employee who works 4.5 hours on a Sunday shall receive a seven and one-half (7.5) hour compensatory day. The compensatory time earned must be taken as soon as possible after the Sunday work day, but no later than within five (5) library business days.
- b. Any part time employee who works on Sunday shall receive time and one-half pay for all hours worked.

12.4 At the time of initial employment, there will be a one-week lag in payroll. Amounts withheld from an employee’s paycheck due to the lag payroll will be paid to the employee when his or her employment by the Employer terminates and will be paid at the employee’s then current rate of pay.

ARTICLE 13 - VACATION LEAVE

13.1 Effective July 1, 2005, full-time and benefitted part-time employees shall earn paid vacation leave according to the following schedules:

Schedule 13.1.A: Vacation Leave Accrual Schedule for Full-Time Staff

Year of employment	Full-time hours earned bi-weekly
Year 1	2.75
Years 2 – 3	3.25
Years 4 – 5	4.50
Years 6 – 7	5.25
Years 8+	5.75

ARTICLE 13 - VACATION LEAVE (CONTINUED)

Schedule 13.1B: Vacation Leave Accrual Schedule for Benefitted Part-Time Staff

Year of Employment	Part Time Hours Earned Bi-Weekly
Year 1	1.5 (2.5 in 26 th payroll period)
Years 2-3	1.75 (4.25 in 26th payroll period)
Years 4-5	2.5 (1.5 in 26th payroll period)
Years 6-7	2.75 (3.25 in 26th payroll period)
Years 8 +	3.0 (5.0 in 26th payroll period)

- 13.2 Full-time and benefitted part-time employees begin accruing vacation leave upon appointment to a benefit eligible position. However, vacation leave may not be charged until a represented employee has completed six months of employment.
- 13.3 Vacation leave may be charged in no less than quarter-hour increments.
- 13.4 No more than twenty-five days of vacation leave may be carried over from the end of a calendar year to the following calendar year without the approval of the Director. The Director or the Director's designee may approve exceptions only if the employee has been unable to charge vacation leave prior to the end of the calendar year due to the staffing needs of the Employer. In the absence of such approval, any vacation leave accrued in excess of 25 days at the end of the calendar year will be lost and will not be reimbursed by the Employer.
- 13.5 A represented employee's scheduling of vacation leave must receive prior approval by the employee's Department Head and the Director or the Director's designee.
- 13.6 Provided the employee gives two (2) weeks advance notice of resignation, authorized vacation accruals that have not been used by the time a represented employee's employment with the Employer ends will be "cashed out" by the Employer at the employee's then-current rate of pay.

ARTICLE 14 - SICK LEAVE

14.1 Effective July 1, 2005, full-time and benefitted part-time employees shall earn paid sick leave according to the following schedule:

Schedule 14.1: Sick Leave Accrual Schedule for All Benefitted Employees

Employee Status	Sick leave hours earned bi-weekly
Full time	3.50
Part time	1.75 (4.25 in 26 th payroll period)

- 14.2 Full-time employees and benefitted part-time employees shall begin accruing sick leave upon appointment to a benefit eligible position. Sick leave may be used during or after the pay period in which it is earned.
- 14.3 Sick leave may be charged in no less than quarter-hour increments.
- 14.4 Represented employees may be required to submit medical statements to substantiate illness. The Employer will not routinely require medical documentation for illnesses of fewer than three days.
- 14.5 Any represented employee who has exhausted his/her vacation, personal leave, and sick leave accruals due to a medical situation and who is ineligible for leave under the Family and Medical Leave Act, as well as non-benefitted part-time employees, may be considered for leave without pay at the discretion of the Director.
- 14.6 Sick leave accruals that have not been used by the time a represented employee's employment with the Employer ends will not be "cashed out" by the Employer.

ARTICLE 15 - PERSONAL LEAVE

- 15.1 Full-time employees and benefitted part-time employees shall receive personal leave, in the amounts set forth below, upon their initial date of hire to a benefitted position and thereafter on the anniversary of their Benefitted Status Date.
- 15.2 A full time employee shall receive 22.5 hours of personal leave and a benefitted part time employee shall receive 15 hours of personal leave. In addition, after five (5) years of continuous service as a full time Library employee, such employee shall receive 30 hours of personal leave and after five (5) years of continuous service as a benefitted part time Library employee, such employee shall receive 20 hours of personal leave.
- 15.3 Except in an emergency, personal days should be scheduled at least one week in advance and are subject to the approval of the employee's Department Head and of the Director or the Director's designee.

ARTICLE 15 - PERSONAL LEAVE (CONTINUED)

- 15.4 Personal leave may be charged in no less than quarter-hour increments.
- 15.5 Personal leave must be used within one year of the date it accrues.
- 15.6 Personal leave accruals that have not been used by the time a represented employee's employment with the Employer ends will not be "cashed out" by the Employer.
- 15.7 Any employee who leaves prior to serving at least six (6) months as a represented employee shall have any personal time used during his/her employment deducted from his/her last paycheck.

ARTICLE 16 - SICK LEAVE DONATION PROGRAM

- 16.1 A sick leave donation program shall be implemented in order to provide assistance to those employees who, because of a catastrophic illness or injury, have exhausted their accrued sick leave, vacation and personal credits. An employee's participation in such program as a donor or as a beneficiary shall be on a voluntary basis.
- 16.2 Eligibility to Receive Donations. To receive donated leave credits, an employee must
 - a. be a full-time or benefitted part-time employee;
 - b. have completed two years of employment with the Employer;
 - c. be absent due to personal, non-occupational, catastrophic illness or injury; and
 - d. have exhausted all accrued sick leave and all other leave accruals.
- 16.3 Up to two solicitations of donations may be made per employee per illness or injury. Additionally, an eligible employee may receive no more than 240 hours of donated time per illness or injury. Normally, donated hours will be available only for continuous absence; however, in cases of intermittent absence in connection with medical treatment related to catastrophic illness or injury, donated time may be used for such absences.
- 16.4 Procedure.
 - a. An employee seeking leave donations shall notify the Director, in writing, of his or her request for donations and supply medical documentation to support the request. Such medical documentation shall state a diagnosis and an anticipated return-to-work date, and shall be kept confidential. The Director shall notify employees of the request for donations by posting a notice on a bulletin board within five days of the submission of the request. The name of the employee requesting donations shall be identified.
 - b. Employees who wish to donate sick leave and/or vacation accruals must fill out a leave donation form. Donations must be made within 30 days following the Director's posting of the notice. Employees may donate sick time, provided that the donating employee retains at least 60 hours of sick time accruals after making the donation. Each employee may donate a minimum of four hours and a maximum of 40 hours for each solicitation request. The names of donors shall be kept confidential.

ARTICLE 16 - SICK LEAVE DONATION PROGRAM (CONTINUED)

- 16.5 Upon the latter of the employee's return to work or completion of medical treatment, or leaving the Employer's employment, unused donated hours will not be returned to the donor nor be available to the employee who was the beneficiary of the donation.
- 16.6 Prior to the end of each year of the term of this Agreement, the Director or the Director's designee and the President of the Union shall meet to review the sick leave donation program, including the number of hours requested, donated and utilized, and the number of employees who made use of the program.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.1 Three days of bereavement leave shall be available with pay to all employees when a death in the employee's immediate family occurs. A full-time employee will be paid his/her current hourly wage multiplied by seven and one-half (7.5) hours for each day of bereavement leave. A part-time employee will be paid his/her current hourly wage multiplied by four hours for each day of bereavement leave.
- 17.2 In his/her sole discretion, the Director or the Director's designee may grant days of unpaid bereavement leave in addition to the number of days provided by this section, and may grant days of unpaid bereavement leave due to the death of persons other than those in the employee's immediate family.
- 17.3 As used in this section, "immediate family" shall mean the employee's spouse, child, parent, grandparent, sibling, parent-in-law, or other person residing in the household of the employee.
- 17.4 One day of bereavement leave shall be available with pay to all employees when a death of a close relative occurs. "Close relative" shall mean brother- or sister-in-law, niece, nephew, aunt, uncle, grandparent-in-law and person for whom the employee is the legal guardian.

ARTICLE 18 - FAMILY AND MEDICAL LEAVE ACT

- 18.1 For represented employees who are eligible for FMLA leave, the Employer shall provide up to 12 weeks of unpaid, job-protected leave for the employee due to the following reasons:
- a. in order for the employee to care for a child upon the child's birth;
 - b. the placement of a child with the employee for adoption or foster care;
 - c. in order to care for a spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; and
 - d. a serious health condition that makes the employee unable to perform his/her job.
- 18.2 Such leave will be granted by the Employer in accordance with the terms and conditions required under the Family and Medical Leave Act. In accordance with federal law, the employee may elect, or the Employer may require the employee, to use accrued paid leave for some or all of the FMLA leave period. The Employer will not require the employee to use accrued paid leave for this purpose unless the employee is properly notified of that designation when the FMLA leave begins.

ARTICLE 18 - FAMILY AND MEDICAL LEAVE ACT (CONTINUED)

18.3 Maternity and Child Rearing Leave

Employees shall be entitled to parental leave up to a maximum of six (6) months. Such parental leaves shall consist of two parts, as applicable:

A. Maternity Leave

"Maternity Leave" is paid leave of absence available to a pregnant employee, to the extent sick leave is available to her pursuant to the provisions of Article 14 of this agreement, for any period of pregnancy related disability. Maternity leave is the period of time of the employee's pregnancy related disability. Such leave will begin on the date the employee is no longer physically able to work, as determined by her physician and verified in writing to the Director, and will end on the date the employee's physician determines that said employee is physically able to return to work.

B. Child-Rearing Leave

Child Rearing Leave is an unpaid leave of absence available to all employees, for the purpose of caring for an employee's new born child or newly adopted child, at home. The availability of such leave in regard to the adoption of a child shall be in accordance with the Family and Medical Leave Act "(FMLA)". No salary benefits or fringe benefits will accrue to an employee on an unpaid child rearing leave, except as otherwise required under the FMLA. An employee may use any accrued and available personal or vacation time during this leave and shall be paid for same.

18.4 If an employee is ineligible for or has exhausted his/her entitlement to FMLA leave, a request for leave without pay shall be addressed in accordance with the discretion of the Director or the Director's designee.

ARTICLE 19 - LEAVE FOR JURY DUTY

19.1 Subject to the time limits set forth below, on proof of the necessity of jury service, a bargaining unit member shall be granted time off with pay for that purpose without charge to other leave credits, on days (s)he is scheduled to work. This benefit shall be available only once during every two (2) year period for all jurisdictions.

19.2 Benefitted part-time employees shall be eligible for this benefit only to the extent that they were scheduled to work during such hours that they are required to provide jury service.

19.3 An employee who receives notification that they will be on Jury Duty must inform the employer, by copy of the "Juror Notification" on the employee's next regularly scheduled working day. Employees who are called into service, will not have to return to work if they are dismissed from jury duty within two (2) hours of the end of their normal work day. A jury attendance slip, generally available from the County Clerk, must be turned in to the Director at the conclusion of jury duty.

ARTICLE 20 - HEALTH INSURANCE

20.1 Any full time employee who elects health insurance coverage under the available plans, the Employer shall pay as follows:

	2005-06	2006-07	2007-08	2008-09
Individual	\$210	\$210	\$230	\$230
2 Person	\$400	\$400	\$420	\$420
Family	\$546	\$546	\$566	\$566

The health insurance plans shall be made available through the Guilderland Chamber of Commerce. Benefitted and non-benefitted part-time employees may elect to participate in these plans, subject to the rules of the Chamber, but are required to pay the entire premium.

20.2 Employees hired on or after July 1, 2005 shall become eligible for health insurance after they have been employed thirty (30) calendar days.

20.3 Effective as soon as practicable after the execution and approval of a new agreement, the Library will make available to all employees an Employee Assistance Plan, to be determined by the Library after consultation with the Union through the Labor Management Committee.

ARTICLE 21 - RETIREMENT

21.1 New York State and Local Employees Retirement System. The Employer has adopted and filed with the New York State Employees' Retirement System the resolution necessary to provide the "New Career Retirement Plan", under Section 75-i of the Retirement and Social Security Law.

21.2 The Employer shall continue, for the benefit of represented employees, the availability of a 403-b plan. The Employer shall not be obligated to contribute any money on behalf of employees nor to expend any monies for the administration of such plan.

21.3 The Library will pay to any bargaining unit member who retires directly from the Library under the rules of the New York State Employees Retirement System, with twenty (20) consecutive years of benefitted employment, immediately prior to retirement, \$10 for each hour of unused sick leave, up to a maximum of \$3,000.

ARTICLE 22 - LAYOFFS AND RECALL

22.1 Procedure. Any layoff or recall shall be done in accordance with all applicable provisions of the New York Civil Service Law and its implementing rules and regulations, and the rules and regulations established by the Albany County Civil Service Commission.

22.2 Notice to the Union. Absent exigent circumstances, the Employer shall provide the Union with at least 30 days notice, in writing, of the Employer's intention to lay off employees. Upon request by either party, the Employer and the Union shall meet, within five calendar days of the request, to discuss the proposed layoff.

ARTICLE 22 - LAYOFFS AND RECALL (CONTINUED)

22.3 Notice to Represented Employees. Absent exigent circumstances, a represented employee shall receive written notice of his/her layoff at least fourteen days prior to the date of layoff as established by the Employer. The notice shall be sent to the represented employee by certified mail. The Employer also shall provide contemporaneously to the Union a list of represented employees to be laid off.

ARTICLE 23 - LABOR-MANAGEMENT COMMITTEE

23.1 A Labor-Management Committee is hereby established. The Committee shall meet to consider matters of mutual concern, such as methods of improving working and safety conditions, productivity, and cost saving procedures, and to help promote better Union-Employer relations.

23.2 The Labor-Management Committee shall meet once every three months, or more often upon request of either party. Proposed agendas should be exchanged by the Employer and the Union at least seven days prior to the scheduled meeting. Based upon the submissions of the Employer and CSEA, the Director will prepare a final agenda for the meeting.

23.3 The Labor-Management Committee shall be composed of the Director, the President of the Board of Trustees, two members selected by the members of the collective bargaining unit, and up to two members of the Board of Trustees; in his/her absence, each member may be represented by his/her designee. The members of the collective bargaining unit may be accompanied and/or represented by a Union representative, and the Board members may be accompanied and/or represented by the Board's attorney; however, the Union representative and the Board's attorney will not be deemed members of the Committee.

23.4 The scheduling of Labor-Management Committee meetings will not disrupt the Employer's operations and shall be scheduled at a time mutually convenient to the members of the Committee. Members of the Committee who are scheduled to work during meetings of the Committee shall be given paid released time to attend the meeting.

23.5 The Labor-Management Committee shall have no power to add to or amend this Agreement.

ARTICLE 24 - PRINTING OF AGREEMENT

The Union will be responsible for reproducing this Agreement and for its distribution to represented employees in the collective bargaining unit. The Employer shall receive 25 copies of the printed agreement for its own use, without charge.

ARTICLE 25 - SEPARABILITY OF PROVISIONS

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void and/or invalid by any court of competent jurisdiction or by any administrative agency having jurisdiction to so order, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if the provision(s) declared illegal, void, and/or invalid had never been incorporated in this Agreement, and the remainder of this Agreement shall continue to be binding upon the parties.

ARTICLE 26 - CONCLUSION OF NEGOTIATIONS

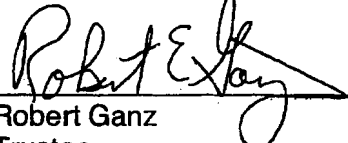
- 26.1 This Agreement is the entire agreement between the Employer and the Union. It terminates all prior agreements, practices and understandings effective as of the date of ratification of this Agreement.
- 26.2 With respect to matters not covered by this Agreement, no term and condition of employment of general application to represented employees established by action of the Board of Trustees or by the Director shall be diminished or impaired during the term of this Agreement.
- 26.3 Nothing in this Article shall be construed to avoid the necessity for "impact" negotiations, when such negotiations are authorized by law

ARTICLE 27 - TERM

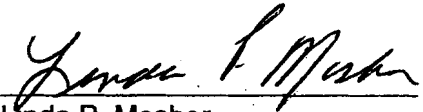
The term of this Agreement shall be from July 1, 2005 through June 30, 2009.

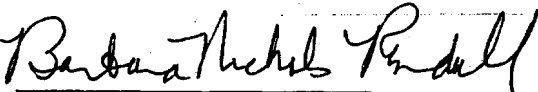
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

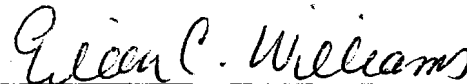
FOR THE LIBRARY


Robert Ganz
Trustee

FOR THE ASSOCIATION


Linda P. Mosher
CSEA Labor Relations Specialist


Barbara Nichols-Randall
Director


Eileen Williams
CSEA Unit President

APPENDIX A

GUILDERLAND PUBLIC LIBRARY



Local 1000, AFSCME, AFL-CIO

Grievance Form

Name: _____

Date of Hire: _____

Social Security Number: _____

Home Address: _____

Home Phone#: _____

Department or Agency: _____

Job Title: _____

Name of Supervisor: _____

STEP 1

Contract Articles violated: _____

Date of occurrence: _____

STATEMENT OF FACTS (include names, dates, what happened): _____

Remedy sought: _____

Date submitted: _____

Grievant's Signature: _____

1st STEP DECISION

Date: _____

Director's Signature: _____

Rejected: _____

Sustained: _____

DECISION (use additional sheets if necessary): _____

Date Decision received by Grievant: _____

Grievant's Signature: _____

The above decision is satisfactory. _____

I wish to appeal the above decision. Because _____

COPIES TO:

1. Original to Employer
2. Employee
3. Unit President
4. Local President
5. Labor Relations Specialist