

COLLECTIVE BARGAINING AGREEMENT

By and Between

Bethlehem Public Library

and

The Civil Service Employees Association, Inc.

Bethlehem Public Library Unit

Term:

July 1, 2021 through June 30, 2023

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(2021-2023 Salary Schedule)		

PREAMBLE

This Agreement is made between BETHLEHEM PUBLIC LIBRARY ("Library") and CSEA INC., LOCAL 1000, AFSCME, AFL-CIO, BETHLEHEM PUBLIC LIBRARY UNIT OF ALBANY COUNTY LOCAL #801 ("Union" or "CSEA") effective on the first day of July, 2021.

The Library and the Union shall administer their obligations under this Agreement in a manner which shall be fair and impartial to all employees and neither shall discriminate against any employee by reason of age, sex, marital status, race, color, religion, national origin, political affiliation, disability as defined by federal or state statute or union activity or affiliation or any other class protected by law.

ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1 UNIT RECOGNITION.

The Library, in accordance with the certification of the Public Employment Relations Board ("PERB"), dated March 20, 1990, recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and terms and conditions of employment for all full-time and regular part-time employees.

1.2 EXCLUDED EMPLOYEES.

The term "employee" or "employees" as used in this agreement does not include temporary employees or persons in those positions excluded by PERB's certification and which includes the following:

DISTRICT LIBRARY TREASURER

LIBRARY DIRECTOR III

ASSISTANT LIBRARY DIRECTOR III

PERSONNEL ADMINISTRATOR

ACCOUNT CLERK II

LIBRARIAN III

TEMPORARY EMPLOYEES

CUSTODIAL WORK SUPERVISOR I

LIBRARY PAGES

PUBLIC INFORMATION SPECIALIST

NETWORK AND COMMUNICATIONS SYSTEMS TECHNICIAN

TECHNOLOGY ASSISTANT

Temporary appointment shall be limited in duration to twelve (12) months, unless extended by mutual agreement between the Library and the Union.

1.3 DEFINITIONS.

1.3.1 "Full-time employee" shall mean one who is regularly scheduled to work 35 or more hours per week and are entitled to benefits.

1.3.2 "Part-time benefited employee" shall mean one who is regularly scheduled to work, on average, twenty-five (25) or more hours per week and shall be entitled to pro-rated benefits except as provided in this agreement.

1.3.3 "Part-time employee" shall mean one who is scheduled to work less than twenty-five (25) hours per week on average and shall not be entitled to benefits unless otherwise provided in this agreement.

ARTICLE 2: EMPLOYEE ORGANIZATIONAL RIGHTS

2.1 EXCLUSIVE REPRESENTATION.

CSEA shall have the exclusive right to represent all employees in the bargaining unit for the purpose of negotiating terms and conditions of employment and the processing of grievances arising

out of the administration of this agreement.

2.2 UNION COMMUNICATIONS.

The Library shall make available a bulletin board for CSEA's exclusive use. The bulletin board shall be in a location convenient to the employees. CSEA shall also be permitted to distribute information by placing it in each employee's internal mailbox.

2.3 PAYROLL DEDUCTIONS.

2.3.1 Upon written notification from an employee the Library shall make authorized payroll deductions for insurance, credit unions, tax deferred annuities, flexible spending plan and 403(b) deductions. This provision shall not be applicable to hourly employees. The Library shall make NYS deferred compensation deductions for all employees, including hourly employees.

2.3.2 The Library shall deduct union dues and other union deductions from an employee who submits to it a written deduction authorization form. The amounts to be deducted shall be certified to the Library by CSEA. Deductions shall be remitted to the Union after each pay period in care of CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

2.3.3 An employee may terminate union dues by submitting a written notice of discontinuance to the Library. The Library shall provide CSEA with a copy of the submitted form.

2.3.4 The Library will refer all employee inquiries about CSEA dues or fees to the Unit President.

2.4 EMPLOYEE LIST.

On the effective date of this agreement, the Library shall provide to the Unit President a list of all bargaining unit employees by name, initial date of hire and home address. The Unit President shall be provided notice of any change to this list.

2.5 ACCESS TO PREMISES.

Upon at least two days notice to the Library, the Union may reserve for its use, public meeting rooms for any date and time then available. The Union shall be responsible for and take reasonable precautions to protect the property of the Library and shall return the room in the condition in which it was received by them.

2.6 UNION LEAVE.

2.6.1 FUNCTIONS.

Up to six (6) CSEA representatives may be allowed release time with pay, up to an aggregate total of five days per year, to attend CSEA sponsored workshops, meetings, conventions, seminars or other related functions. Union leave may be taken in one hour increments. The Library shall be given at least two (2) weeks notice for such leave.

2.6.2 GRIEVANCE ADJUSTMENT.

Union representatives who are designated or elected for the purpose of adjusting grievances shall, upon reasonable notice to the Library, be granted time off without the loss of pay or benefits for the investigation and processing of grievances on the work site. Except for exigent circumstances, no more than one representative would be released at any one time.

2.6.3 LEAVE FOR NEGOTIATIONS.

Members of the Union's negotiating team (no more than four) who are designated by the Unit President as members of the negotiating team, shall be granted, if scheduled to work, release time with pay one (1) hour before the commencement of negotiations and one (1) hour after the conclusion of negotiations. Employees shall receive no additional compensation from the Library.

2.7 ACCESS TO PERSONNEL FILE.

An employee, upon 2 days written notice to the Library, shall be permitted to examine their personnel file. Both the employee and the Library may have a representative present during the

examination. No derogatory material shall be placed in an employee's file until the employee has been provided a copy of the material. The employee shall have the right to respond in writing and the response shall become part of the file.

2.8 EMPLOYEE ORIENTATION.

The Library shall provide new employees with a packet of materials prepared by CSEA explaining union programs and benefits. CSEA shall provide, in electronic format, the materials it seeks to have provided to the new employees. The Library will share, also electronically, these materials with the new hire in conjunction with any other relevant Library materials.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS.

Except as expressly limited by other provisions of this agreement, all authority, rights and responsibilities possessed by the Library are retained by it. These include, but are not limited to the right:

- * to determine the mission, purpose, objectives and policies of the Library;
- * to determine the facilities, methods, means and number of personnel required for conduct of the Library's programs and operations;
- * to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law;
- * to determine whether positions shall be full-time, part-time, salaried or hourly;
- * to direct, deploy and utilize the work force;
- * to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law;
- * to determine Library hours and days of operation and services, facilities and

programs to be provided to the public.

ARTICLE 4: LABOR-MANAGEMENT COMMITTEE

4.1 COMMITTEE.

A Labor-Management Committee shall be established which shall generally meet every other month. The Labor-Management Committee shall consist of up to four members appointed by the Library and up to four members appointed by the Unit President, or their designees.

ARTICLE 5: SENIORITY, VACANCIES, PROMOTIONS AND PROBATION

5.1 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 shall include any period, up to one year, during which the employee is unable to perform the duties of their position because of an illness or injury. Continuous service does not include periods of leaves of absence without pay or disciplinary suspensions. Seniority shall be broken by a continuous unpaid absence from work, for any reason, which exceeds one year. Seniority dates shall be adjusted by any cumulative unpaid absences of ten (10) days or more.

Any employee who is reinstated after having served a continuous unpaid leave of absence which exceeded one year shall receive a new seniority date. Such date shall be the date of reinstatement to employment and no credit will be given for prior service with the Library.

5.2 JOB OPENINGS DEFINED.

A job opening is defined as a permanent vacancy in a position in the bargaining unit which the Library intends to fill. Vacancies are created by such things as resignations, removals, expansions of operations or leaves of absence which can reasonably be expected to last six months or longer. Temporary vacancies which are reasonably expected to last less than twelve months shall be

filled at the discretion of the Director.

5.3 POSTING OF JOB OPENINGS.

When the Library intends to fill a vacancy in a bargaining unit position, a notice shall be posted on the Union bulletin board, and in such other places as the Library may determine. The initial posting shall be at least ten days prior to the date the selection is to be made. Copies of all postings shall be supplied to the Unit President at the time of such posting.

5.4 POSTING CONTENTS.

The "Notice of Job Opening" shall include the following: the last day to submit applications; job description; salary; qualifications and current work schedule subject to change.

5.5 SELECTION OF NON-COMPETITIVE AND LABOR CLASS EMPLOYEES.

The Library shall fill the position from among those applicants who have filed timely applications and who meet the qualifications. From that group, the most qualified applicant shall be selected. In determining the most qualified person the Library may consider each applicant's job evaluations, attendance and conduct record and performance during a personal interview. The Library may choose to fill a position from the outside if the applicant's qualifications are superior to the other applicants.

5.6 SELECTION OF COMPETITIVE CLASS EMPLOYEES.

Competitive class positions shall be filled pursuant to Civil Service Law, Rules and Regulations.

5.7 PROBATION.

5.7.1 All newly hired employees shall serve a probationary period pursuant to the provisions of the Civil Service Rules and Regulations. Upon the successful completion of the probationary period, the employee shall be considered permanent.

5.7.2 Probationary employees shall be permitted to accrue sick leave and personal leave from the day of hire and may use sick leave and personal leave after accrual. Upon approval by an employee's Supervisor, a probationary employee with no accrued sick leave may make up lost time due to illness, provided it is worked during the same or next payroll period. Probationary employees accrue but may not use vacation while on probation. Newly hired employees shall accrue personal leave at the rate of 2.33 hours per month. Any personal leave accrued and not used at the end of probation shall be added to sick leave at the end of the fiscal year. If a probationer does not satisfactorily complete probation, the employee shall not be paid for unused accruals. A probationary employee shall receive 2 1/2 days of bereavement leave for a death in the immediate family, and one day for other family members.

5.7.3 An employee who is promoted shall serve a probationary period as provided in the Civil Service Rules and Regulations. If, during that period the Library determines, in its discretion, that the employee is not satisfactorily performing the duties of the job or if the employee desires to return to their former position, then the employee shall be returned to that position without loss of any benefits.

5.8 SALARY.

An employee who is promoted to a higher job classification shall move to the initial rate of pay for the new position or to the step on the new position's pay scale that is a minimum of \$1,000.00 greater than the employee's current step.

5.9 CHANGE IN STATUS.

Benefited employees with permanent status who apply for and are appointed to, without a break in service, a part-time non-benefited position within the same Civil Service job classification will retain their permanent status, current step on the appropriate pay scale and seniority.

Benefited employees with permanent status who apply for and are appointed to, without a break in service, a part-time non-benefited position in a lower Civil Service job classification will retain their permanent status, current step on the appropriate pay scale and seniority.

Part-time, non-benefited employees with permanent status who apply for and are appointed to, without a break in service, a benefited position within the same Civil Service job classification will retain their seniority and permanent job status.

ARTICLE 6: LAYOFFS AND RECALL

6.1 PROCEDURE.

Any layoff or recall shall be done in accordance with all applicable provisions of the Civil Service Law and Rules and Regulations promulgated by the State or Local Civil Service Commission.

6.2 NOTICE TO THE UNION.

Absent exigent circumstances, the Library shall provide the Union with thirty days notice in writing of its intent to layoff employees. Upon request by either party, the Library and the Union shall meet, within five calendar days of the request, to discuss the layoffs.

6.3 NOTICE TO EMPLOYEE.

Absent exigent circumstances, an employee shall receive at least fourteen calendar days notice of their layoff. The notice shall be sent by registered or certified mail. A list of employees laid off shall be provided to the Union.

6.4 LAYOFF OF NON-COMPETITIVE AND LABOR CLASS EMPLOYEES

The layoff of labor and non-competitive class employees shall be by seniority as defined in Article 5.1.

ARTICLE 7: SICK LEAVE

7.1 AMOUNT.

Full-time employees accumulate sick leave from their benefited date at the rate of 1.25 days per month credited on the last day of the month. Part-time benefited employees accumulate sick leave on a pro-rated basis from their benefited date. Sick leave may be accumulated up to 200 working days or its pro-rated equivalent. Employees shall not be paid for unused sick leave upon separation from employment.

7.2 CALL-IN.

An employee shall notify the appropriate supervisor or designee as soon as possible, and no later than the start of the employee's work shift that they will be unable to work because of illness or injury or will be unable to start work on time.

7.3 MEDICAL APPOINTMENTS.

Sick leave may be used for dental, optical or medical appointments and may be taken in as little as half-hour increments. Make-up time will be granted for a period of less than fifteen minutes; an absence of 15-30 minutes will be charged as ½ hour of sick leave. Employees shall use their best efforts to schedule these visits at the beginning or end of the work day.

7.4 FAMILY ILLNESS.

Employees may use accumulated sick leave for the care of a spouse, dependent child or parent who is ill or injured.

7.5 FAMILY AND MEDICAL LEAVE ACT (FMLA).

Bethlehem Public Library complies with FMLA and all regulations which relate to it.

7.6 EXTENDED SICK LEAVE.

When employees with less than three (3) years of benefited service are absent from work

because of a long-term illness or injury, they shall be allowed to take a combination of paid and unpaid leave equal to one month for every year of benefited service. Employees with three or more years of benefited service are entitled to a maximum of twelve (12) months of a combination of paid and unpaid leave of absence under this agreement. During this leave, employees must exhaust their accrued sick, vacation and personal leave credits before unpaid leave will be granted. Benefit leave which accumulates while on extended paid leave may be reserved for future need. Leaves are limited to the period of the illness or injury. Non-benefited employees may be granted unpaid leave of absence for illness or injury based on the Library needs and scheduling requirements and at the discretion of the Director.

7.7 EXTENDED FAMILY ILLNESS.

In the event of the need to care for a parent, spouse, or dependent child during extended illness, the Library shall grant up to six months of leave to benefited employees, concurrent with FMLA leave, which may be extended to a year at the discretion of the Director. During this leave, employees must exhaust their accrued sick, vacation and personal leave credits before unpaid leave will be granted. Benefit leave which accumulates while on extended paid leave may be reserved for future need. While on non-pay status employees shall be allowed health coverage in accordance with the provisions of the Article 7.9.2 and Article 16. Upon return from such leave, employees shall be returned to the same or equivalent position.

7.8 CHILD REARING.

In the event of the birth or adoption of a child, the Library shall grant up to six months of leave to benefited employees, concurrent with FMLA, which may be extended to a year at the discretion of the Director. Sick leave credits may only be used by an employee giving birth and is limited to the period of disability, typically six weeks. Any accrued vacation and personal leave

credits must be exhausted before going on unpaid status. Benefit leave which accumulates while on extended paid leave may be reserved for future need. While on non-pay status, employees shall be allowed health coverage in accordance with the provisions of Article 7.9.2 and Article 16. Upon return from such leave, employees shall be returned to the same or equivalent position.

7.9 MISCELLANEOUS.

7.9.1 USE OF OTHER BENEFIT LEAVE.

When employees exhaust all sick leave, accrued personal leave and vacation leave may be used, but only for documented illnesses or injuries. The Library's completed medical certificate or a doctor's note with equivalent information may be required.

7.9.2 HEALTH INSURANCE WHILE ON ARTICLE 7 LEAVES OF ABSENCE.

An employee's health insurance coverage will continue one (1) month for every year of service while on a leave of absence covered in this article. An employee on leave pursuant to 7.6 or 7.8 who does not return to work shall reimburse the Library for health insurance premiums paid while on said leave.

7.9.3 UNPAID LEAVE OF ABSENCE.

An unpaid leave of absence shall be at the discretion of the Library Director.

7.9.4 CHANGE OF BENEFIT LEAVE.

Previously approved vacation may be changed to sick leave if documented and for not less than three (3) days.

7.10 SICK LEAVE DONATION.

The parties will meet in Labor Management to discuss sick leave donation for catastrophic illness and/or injuries on an as-needed basis.

ARTICLE 8: PERSONAL LEAVE

8.1 ACCRUAL.

Full-time benefited employees accrue personal leave at the rate of 2.33 hours per month, credited on the last day of the month. Part-time benefited employees shall accrue personal leave on a pro-rated basis from their benefited date. The equivalent of four workdays of personal leave is credited on July 1. While personal leave may be taken at any time during the fiscal year, employees who separate from service must reimburse the library for any personal leave taken before it would have accrued. Employees are not paid for accrued, unused personal leave upon separation from service.

8.2 USE OF PERSONAL LEAVE.

Personal leave is to be used for important personal business that cannot be attended to outside of an employee's regular work schedule. Personal leave shall be taken in multiples of one-half hour increments. Except for emergencies, any request for personal leave which is submitted with less than one week's notice will be granted in accordance with the operating needs of the Library, and in the Supervisor's discretion.

8.3 UNUSED LEAVE.

Personal leave unused at the end of a fiscal year shall be added to an employee's sick-leave accumulations.

ARTICLE 9: BEREAVEMENT LEAVE

Employees are allowed leave with pay for a death in the immediate family, not to exceed five days. Immediate family shall mean an employee's spouse, sibling, child, parent, grandparent, grandchild, mother-in-law, father-in-law, or domestic partner. A domestic partner is someone who resides with the employee for at least twelve (12) months. The employee must establish proof of

residency, which may include deeds, bank account, Will, driver's license, etc. If an employee switches domestic partners an employee must wait twenty-four (24) months before designating a successor domestic partner. One day shall be allowed for other relatives for the purpose of attending the funeral or bereavement services. In unusual situations bereavement leave may be extended at the discretion of the Director. In addition, personal leave and vacation leave may be used.

ARTICLE 10: VACATIONS

10.1 AMOUNT. Eligible employees shall accrue vacation from their benefit date.

10.1.1

All full-time eligible benefited employees shall earn vacation as follows:

0-3 years of employment - 15 vacation days (1.25 days per month)
After 3 years of employment - 20 vacation days (1.67 days per month)
After 10 years of employment - 22 vacation days (1.83 days per month)

Vacation time is credited on July 1, the beginning of the fiscal year. While vacations may be taken at any time during the fiscal year, employees who separate from service must reimburse the library for any vacation leave taken before it would have accrued. Accrued, unused vacation will be reimbursed with the employee's final paycheck. Upon separation from service, an employee or the employee's estate shall be paid for all accrued unused vacation leave not to exceed 154 hours.

Benefited employees with permanent job status who are appointed to a part-time, non benefited position without a break in service will be paid for any accrued, unused vacation within thirty (30) days of the appointment and retain their seniority and original date of hire.

10.1.2 Part-time benefited employees shall earn vacation on a pro-rated basis from their benefited date.

10.2 VACATION ACCUMULATION AND USE.

Thirty work days of vacation may be carried over from fiscal year to fiscal year. Vacation shall be

allowed in half hour increments.

10.3 VACATION SCHEDULING AND SELECTION PROCEDURE.

Vacations shall be selected within departments by seniority for up to two vacation periods and shall be subject to the scheduling and operating needs of the Library and staffing levels, and shall be approved by the Supervisor and Director. Other vacation requests including cancellation requests shall be made on reasonable notice subject to reasonable staffing levels and approval by the Supervisor and Director. If a holiday falls within the employee's vacation periods, it shall not be counted as a vacation day. Requests for vacation leave or vacation cancellations requests submitted with less than one week's notice will be granted in accordance with the Library's scheduling and operating needs, and at the discretion of the Supervisor and Director. The Library shall have the authority to determine reasonable staffing levels and, accordingly, the number of employees in total and within each department who may be on vacation at any one time.

ARTICLE 11: HOLIDAYS

11.1 HOLIDAYS RECOGNIZED.

The following holidays shall be observed according to the terms of this article.

- | | |
|---------------------------|-----------------------|
| 1. NEW YEAR'S DAY | 6. LABOR DAY |
| 2. MARTIN LUTHER KING DAY | 7. COLUMBUS DAY |
| 3. PRESIDENTS' DAY | 8. VETERANS' DAY |
| 4. MEMORIAL DAY | 9. THANKSGIVING DAY |
| 5. INDEPENDENCE DAY | 10. CHRISTMAS EVE DAY |
| | 11. CHRISTMAS DAY |

Full-time employees shall receive one floating holiday which must be taken within the fiscal year.

In addition, effective in 2022, Juneteenth will be a holiday. If June 19 falls on a weekend day, the day will be used as a “floater;” if the day falls on a weekday it will be a day off.

11.2 APPLICATION FOR BENEFITED EMPLOYEES.

When the Library is closed for any of the holidays listed above, eligible benefited employees will be paid for that holiday observance. If the Library is open on any of the holidays listed above, eligible employees actually working that date shall receive a compensatory day off to be taken within thirty calendar days of the holiday. Approval for use at other times should be obtained from the supervisor. Employees must be on paid status both prior to and subsequent to a listed holiday in order to be eligible to receive compensation for that holiday.

11.3 APPLICATION FOR PART-TIME AND NON-BENEFITED EMPLOYEES.

After 1 year – 8 hours of pay or PTO. Paid as a single check in the first check in December

After 5 years – 12 hours of pay or PTO. Paid as a single check in the first paycheck in December

After 10 years – 24 hours of pay or PTO. Paid as a single check in the first paycheck in December

After 15 years – 32 hours of pay or PTO. Paid as a single check in the first paycheck in December

The employee has the option of paid time off (“PTO”) or pay. If electing PTO there must be Supervisor approval in advance of use.

PTO is to be used in minimum 4 hour blocks.

Employee must elect by June 1 of each year for the next fiscal year as to PTO or pay (\$\$).

For fiscal year 2021-2022 only, employees shall elect by July 30 as to whether they wish to receive PTO or pay.

11.4 MAKE-UP TIME.

Part-time employees who are normally scheduled to work on a holiday on which the Library

is closed may elect to make up any lost time within thirty (30) calendar days of the holiday, with the scheduling of such hours subject to the approval of the employee's Supervisor 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 PTO time.

ARTICLE 12: DISCIPLINARY PROCEDURE

12.1 STAGE 1 DISCIPLINE.

For discipline which involves a written reprimand or loss of leave credits or suspension of up to one day, the Director will administer such discipline and the employee shall be entitled to appeal the discipline through the grievance procedure at the Board level but not beyond.

12.2 STAGE 2 DISCIPLINE.

For discipline that goes beyond a penalty set forth in 12.1 the employee shall be entitled to the procedures set forth in section 75 of the Civil Service Law with the following exception. The hearing officer for all such disciplinary hearings shall be the person listed in Appendix A or such other person to whom the parties may agree. The hearing officer under this modified procedure shall have the authority to make a determination that is final and binding on the parties. Any appeal from the hearing officer's determination would be pursuant to Article 75 of the Civil Practice Law and Rules.

12.3 "EMPLOYEE"

For the purposes of this section an employee is one who has completed their initial hiring probationary period.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 PURPOSE.

It is the policy of the parties that all grievances be resolved informally and at the earliest

possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

13.2 DEFINITIONS.

13.2.1 "GRIEVANCE" shall mean any claimed violation, misinterpretation, or inequitable application of any clause of this agreement.

13.2.2 "DAYS" shall mean calendar days.

13.2.3 "DIRECTOR" shall mean the Director of Bethlehem Public Library.

13.2.4 "IMMEDIATE SUPERVISOR" shall mean the supervisor or designee to whom the employee is directly responsible.

13.2.5 "GRIEVANT" shall mean an individual employee or a group of employees.

13.2.6 "SYSTEM WIDE GRIEVANCE" shall mean a grievance that affects all or most of the employees within the bargaining unit and shall pertain to only matters affecting the terms and conditions negotiated in this contract between Bethlehem Public Library and CSEA.

13.3 SUBMISSION OF GRIEVANCES: GENERALLY.

13.3.1 Before submission of a written grievance, the grievant must attempt to resolve it informally.

13.3.2 Each grievance shall be submitted, in writing, on a form approved by the parties and shall identify the grievant, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the grievant.

13.3.3 A grievance shall be deemed waived unless it is submitted within thirty calendar days after the grievant knew, or should have known, of the events or conditions on which it is based.

13.3.4 All time limits in this Article may be extended by written agreement between the parties.

13.4 GRIEVANCE STEPS.

STEP 1. Except for a system wide grievance which may be submitted directly at Step 2, a grievant must submit a grievance which affects the grievant personally to their Supervisor. A system-wide grievance must be submitted within fourteen (14) calendar days after the Union knew, or should have known, of the events or conditions on which it is based. The Supervisor shall respond, in writing, within ten calendar days of receipt of the grievance. If the grievant does not accept the response or if no timely response is made, the grievant may appeal to Step 2.

STEP 2. Within ten calendar days of receipt of the Step 1 response or within ten calendar days of when it was due, the grievant may submit the grievance and response, if any, to the Director. If the submission is not timely made at this step, the grievance shall be deemed abandoned. The submission may contain any additional statement, documents or evidence the grievant chooses to provide. The Director shall make such inquiry as deemed necessary and render a written decision within ten calendar days of receipt of the grievance. If the grievant does not accept the Step 2 answer, or if no answer is timely received, the grievant may submit the grievance to Step 3.

STEP 3. Within ten calendar days of receipt of the Step 2 answer or within ten calendar days of when it was due, the grievant may submit the grievance to the President of the Board. If the submission is not timely made at this step, it shall be deemed abandoned. The President of the Board shall make such inquiry as deemed necessary and render a written decision within thirty days of submission. If the grievant does not accept the Step 3 answer, or if no answer is timely received, the

grievant may submit the grievance to Step 4.

STEP 4. Within twenty calendar days of receipt of the Step 3 answer, or within twenty calendar days of when it was due, the Union must submit the grievance to final and binding arbitration by filing with the permanent hearing officer named in Appendix A, or if no hearing officer is then serving, by filing with PERB, a "Notice of Demand for Arbitration". The arbitration shall be governed by the then existing rules of PERB specified for its voluntary arbitration procedure.

ARTICLE 14: WORK WEEK

14.1 WORK WEEK.

The normal work week shall consist of thirty-five hours per week, worked in five days of not more than seven hours on any one day, except where mutually agreeable. The work week shall be Friday through Thursday. All work in excess of the normal work day or work week must be approved in advance by the Supervisor in writing on an appropriate Library form.

14.2 PART-TIME EMPLOYEES.

Part-time employees shall work their regularly scheduled hours, not more than seven hours on any one day, except where mutually agreeable.

14.3.1 OVERTIME.

Employees working over 40 hours in a work week shall receive time and one-half their regular rate of pay for all hours so worked. Hours worked over an employee's regular work week up to and including 40 hours in any week shall be paid in the form of compensatory time. All hours on paid leave status shall be considered as hours worked. Compensatory time shall be scheduled by mutual agreement between the employee and the Library consistent with the provisions of the Fair Labor Standards Act.

14.3.2 EXTRA HOURS.

Extra hours for part-time employees shall be distributed equitably among employees who normally do such work.

14.4 WEEKEND WORK.

A full-time employee, who works during a weekend, only on a Saturday, shall receive Friday as a compensatory day. A full-time employee, who works only on a Sunday, shall receive hour-for-hour compensatory time for time worked. A full-time employee who works both Saturday and Sunday shall continue to receive the preceding Friday as a compensatory day, except where mutually agreeable, plus one (1) additional compensatory day to be taken within thirty (30) days. Part-time employees shall continue to earn compensatory time hour-for-hour for each hour worked. Effective July 1, 2011, the Sunday work schedule shall be Noon to 5:00 p.m.

Effective for those employees hired on or after July 1, 2021 the following will apply:

A full-time employee whose regular schedule is M-F will receive comp time for weekend work as follows:

- Working only a partial day on Saturday or Sunday – Hour for Hour comp time
- Working only a full shift Saturday – preceding Friday off as a comp day. Preceding Thursday off if Friday is a closed holiday or Staff Development Day if mutually agreeable.
- Working full shifts Saturday and Sunday – preceding Friday as above and an additional full comp day to be used within 30 days.

A full-time employee whose regular schedule includes a 7 hour Saturday shift as a weekly part of the regular schedule does not get Friday off.

A full-time employee whose regular schedule includes a 7 hour Sunday shift as a weekly part of the regular schedule will only receive their regular compensation.

14.5 EMERGENCY OR OTHER UNANTICIPATED CLOSURE OR DELAYED OPENING

14.5.1 In the event the Director or the Director's designee determines that it is necessary and appropriate to close or delay the opening of 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 their current hourly wage multiplied by the number of hours the employee was scheduled to work that day; however, for purposes of this calculation, this amount shall not exceed seven (7) hours unless the employee actually worked more than seven (7) hours prior to closure.
- 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 their current hourly wage multiplied by the number of hours the employee was scheduled to work that day.
- c. Any part-time employee (benefited or non-benefited) 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 thirty (30) calendar days of the closing, with such hours to be approved by the employee's Supervisor and the Director or the Director's designee or (iii) use personal or vacation leave time, if available.
- d. In the event of a delayed opening, the part-time and full-time employees shall be paid for the length of the delay overlapping their scheduled shifts and not required to "make up" time at a later time.

14.5.2 The Director or the Director's designee will make a good faith effort to contact and notify employees who are scheduled to work during the hours the Library is to be closed of the impending closure or Library delay.

ARTICLE 15: COMPENSATION

15.1 SALARIES.

a.) Effective and retroactive to July 1, 2021, the Salary Schedule for all employees shall be increased by 2.0% as set forth in Appendix "B."

b.) Effective July 1, 2022 the Salary Schedule for all employees shall be increased by 2.0% as set forth in Appendix "B."

15.2 OUT-OF-TITLE WORK.

Any employee who is appointed to a higher paying job title for an uninterrupted period of at least eight (8) weeks will be compensated in accordance with Article 5.8 of this Agreement.

15.3 PAY PERIODS.

Effective July 1, 2018, employees shall be paid semi-monthly on the 15th and 30th of each month, which shall be considered "pay day" for the purposes of this Section. If pay day falls on a Saturday, Sunday or holiday, employees shall be paid on the first immediately preceding day direct deposit can be effectuated. Benefited non-exempt employees shall be paid on an annual salaried basis. All non-exempt employees shall be required to submit daily time records in a manner determined by the Library.

15.4 NEW HIRES.

The Library shall be allowed to hire new employees at up to the sixth step on the salary schedule. If the Library desires to hire a new person to fill a unit position at higher than the sixth step, it will only be able to do so with the understanding and agreement of the Union. Employees

hired prior to November 15th will move to the next step July 1st of each eligible year. Employees who are on extended probation will not receive the step until July 1st following satisfactory completion of probation.

15.5 CUSTODIAL STAFF CLOTHING MONIES

Custodial staff who have passed probation will be reimbursed for up to two-hundred fifty (\$250.00) dollars per year for winter weather gear including boots, coats, gloves, etc. The amount for reimbursement shall renew on October 1 of each year. The employee shall submit acceptable receipts in order to get reimbursed for eligible expenses with the caveat that the employee must wear the purchases at work.

15.6 LONGEVITY.

Effective July 1, 2021, full-time employees shall be entitled to receive the following longevity payments:

<u>After 10 Yrs of Service</u>	<u>After 13 Yrs of Service</u>	<u>After 17 Yrs of Service</u>	<u>After 25 Yrs of Service</u>	<u>After 30 Yrs of Service</u>
\$1,000	\$1,700	\$2,200	\$2,500	\$3,000

Longevity payments shall be made in the last payroll of November for all eligible employees who have passed their tenth anniversary date. Any eligible employee who separates from service prior to the November payout date and whose anniversary date has been reached will have the longevity payment in their final paycheck. Eligible employees who are on the payroll or on an approved paid leave of absence as of December 1st of each year will be entitled to a longevity payment. For the purpose of this section, a year of service shall be considered as any benefit anniversary year and which an employee regularly works, on average, twenty-five (25) or more hours

per week for that entire year. Benefited employees hired after July 1, 2011 shall not be entitled to a 10 year longevity.

15.7 RETIREMENT.

The Library shall make available to employees, enrollment in the New York State Retirement System. The Library shall provide 41(j) to eligible employees.

15.8 HOLIDAY PAY.

Any bargaining unit member who works on a holiday in which the Library is closed shall be paid at the rate of two times the employee's regularly straight time hourly rate for all hours worked with a guaranteed minimum of two (2) hours (4 hours pay).

When an employee REQUESTS to participate in an employer sponsored event on a recognized holiday the employee will be compensated with hour for hour comp time. The accrued time to be used within 30 days of the event. The number of employees needed to participate in any particular event will be established by the employer.

ARTICLE 16: HEALTH BENEFITS

16.1 PLAN DESCRIPTION.

The Library and Union agree, upon 30 days notice from the other, to meet and discuss in good faith over the issue of a change in the insurance plan carriers.

16.2 PARTICIPATION.

All full-time and part-time benefited employees are eligible to enroll in the Library provided health insurance plan under the following conditions set forth below.

16.2.1

Part-time non-benefited employees are required to pay the full cost of their participation in any plan for which they are eligible.

16.2.2

The Library's contribution for benefited employees shall be eighty-five percent (85%) of the individual coverage; sixty-five percent (65%) of the two-person and sixty-five percent (65%) of the employee plus child(ren) coverage, and fifty-five percent (55%) of the family coverage. The dollar amount of the Library's contribution is based on these percentages as applied to the Base Plan (CDPHP) premium.

16.2.3 HEALTH INSURANCE PLANS.

The Library currently provides CDPHP with drug cards per carrier contracts. The parties agree that the Library may change health insurance plans or carriers so long as the new plan is comparable to the plan currently in effect. If any of the co-pays are eliminated or modified, by the health insurance carrier, the Library shall be required to provide the closest comparable replacement, with notice provided to the employees as soon as practicable.

16.3 ADDITIONAL BENEFITS.

16.3.1 DENTAL/VISION INSURANCE.

The Library shall permit full-time benefited bargaining unit members and their dependents to enroll, at the sole expense of the member, in the CSEA EBF Solstice Dental and/or Vision Plans. The cost of such coverage shall be paid by each enrolling member by payroll deduction.

The Library shall permit part-time, non-benefited employees and/or dependents to enroll, at the sole expense of the member, in the CSEA EBC Solstice Dental and/or Vision Plans. The cost of such coverage shall be paid by each enrolling member by direct payment by the member to the EBF.

16.3.2 The Library agrees to offer an employee paid dental plan pursuant to the carrier participation rules.

16.3.3 The Library shall offer a full IRS-125 Plan. An employee may apply any amount up

to the Plan maximum. The Plan maximum will not be less than \$1,000.00 per year.

16.3.4 DISABILITY INSURANCE. All full-time employees shall have the option of payroll deduction for disability insurance, accident and cancer insurance at employee cost under terms established by the employer. Benefited part-time employees shall have the option of payroll deduction for accident and cancer insurance at employee cost under terms established by the employer. Non-benefited employees shall have the option of paying directly to the carrier for accident and cancer insurance under terms established by the employer.

16.3.5 The Library will provide the statutory New York State Disability Insurance for employees.

ARTICLE 17: RETIREE HEALTH INSURANCE

17.1 BENEFIT AND ELIGIBILITY.

Benefited and part-time benefited employees who are hired on or before July 1, 2006 must be employed by the Bethlehem Public Library for at least fifteen (15) years of service to be eligible for retiree health insurance pursuant to the terms of the agreement in effect.

Benefited employees hired after July 1, 2006 must be employed by the Bethlehem Public Library for twenty (20) full-time years of service or the prorated equivalent to be eligible for retiree health insurance pursuant to the terms of the agreement then in effect and shall contribute fifty percent (50%) of the individual cost of health insurance.

Benefited employees must be at least 55 years of age at the time of retirement.

Benefited employees must be enrolled in a Library health insurance plan at the time of retirement.

The above is summarized by the chart below:

Retiree w/Years of Service	Library Contribution	Benefit Date
Fifteen (15) years +	80% Individual	On or before July 1, 2006
Twenty (20) years +	50% Individual	After July 1, 2006

Non-Medicare eligible retirees who retire shall be enrolled in a plan offered by the Library's health insurance provider. Medicare eligible retirees shall be enrolled in a Medicare Advantage/Supplemental Plan offered by the Library's health insurance provider.

17.2 DEPENDENT COVERAGE.

Retirees shall be required to waive retiree family coverage, and will have the option to elect dependent coverage at the time of retirement and pay the difference between individual/ dependent premiums.

17.3 MEDICARE RETIREES. Medicare eligible benefited employees who retire shall not be eligible to receive reimbursement for Medicare Part B.

ARTICLE 18: EMPLOYEE RIGHTS AND PRIVILEGES

18.1.1 Staff members are given fifteen (15) minute breaks for each three (3) hours of continuous work. This time cannot be accumulated or added to the meal period or to compensate for late arrivals or early departures. Prompt return from breaks and lunch is essential. Meal breaks for full-time employees are 60 minutes of unpaid time; the meal break may be taken at a time mutually agreed upon by the employee and the Supervisor. Meal breaks for part-time employees may be taken at a time mutually agreed upon by the employee and the Supervisor.

18.1.2 Staff members shall be allowed time for attendance at staff meetings.

18.1.3 If a staff member is unavoidably up to 1/2 hour late, the time may be made up by

arrangement with the supervisor. If unavoidably late for more than one-half hour benefit leave must be taken.

18.1.4 TRAVEL. Employees who are required to travel for work related business shall be required to use a vehicle provided by the Library. If the vehicle is not available, the Library will reimburse the employee at the IRS approved mileage rate. Prior approval shall be required from the employee's supervisor. If the employee declines to use the Library provided vehicle, when it's available, no reimbursement shall be made.

ARTICLE 19: JURY DUTY

19.1 Salaried employees summoned to jury duty shall be released with pay for time actually spent on jury service and reasonable travel time. Compensation received by the employee for jury duty, except for parking and mileage fees, shall be turned over to the Library upon receipt by the employee. The employee shall report to work if at least one hour is available at the beginning of the work day. The employee shall report to work if at least one hour remains at the end of the work day. Part-time employees will be paid only for scheduled time.

19.2 Employees shall be required to provide verification of jury duty.

ARTICLE 20: EMPLOYEE EVALUATIONS

20.1 Employees may dispute the contents of their performance evaluation and shall have the right to submit a written rebuttal to such evaluation. The rebuttal shall be retained with the evaluation. In addition, the employee shall have the right to meet with the Director and a representative of the employee's choice to review the evaluation and rebuttal. Such meeting shall be convened upon written request of the employee. An employee evaluation is not subject to the grievance procedure.

20.2 Employees must complete an annual self-evaluation to be retained in the personnel files.

ARTICLE 21: GENERAL PROVISIONS

21.1 SEVERABILITY.

If any provision of this Agreement is, at any time during the life of this Agreement, adjudged by a Court or Administrative Body of competent jurisdiction to be invalid, unenforceable or in conflict with any law, then only that provision shall be affected and the remaining portions of this Agreement shall remain valid and in full force and effect.

21.2 WORK RULES.

The Library shall have the right to establish reasonable 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 Library shall provide a copy to the Union and it shall be posted for 10 days. The Union shall have the right to submit a work rule to the last step of the grievance procedure on the issue of whether it violates a provision of the contract or is unreasonable.

21.3 LEGISLATIVE APPROVAL.

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

APPENDIX A

The permanent hearing officer designated to hear grievances and disciplinary matters pursuant to the terms of this contract shall be:

JEFFREY SELCHICK
P.O. BOX 11-280
ALBANY, NEW YORK 12211-0280

518-465-4801

2021-22 SALARY SCHEDULE

Bethlehem Public Library
Classification/Pay Scales

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Librarian II	\$63,207	\$64,870	\$66,532	\$68,196	\$69,859	\$71,521	\$73,184	\$74,847	\$76,509	\$78,173	\$79,837	\$81,499	\$83,161
Librarian I (Hired before 6/30/2015)	\$59,174	\$60,732	\$62,288	\$63,848	\$65,407	\$66,964	\$68,520	\$70,078	\$71,636	\$73,191	\$74,747	\$76,305	\$77,863
Librarian I (Hired After 7/1/2015)	\$54,440	\$55,873	\$57,305	\$58,740	\$60,174	\$61,607	\$63,039	\$64,472	\$65,905	\$67,336	\$68,768	\$70,201	\$71,634
Librarian I - Hourly	\$27.86	\$28.58	\$29.31	\$30.04	\$30.77	\$31.49	\$32.22	\$32.95	\$33.68	\$34.40	\$35.13	\$35.86	\$36.58
Principal Library Clerk	\$42,182	\$43,293	\$44,403	\$45,514	\$46,624	\$47,734	\$48,844	\$49,954	\$51,064	\$52,175	\$53,285	\$54,395	\$55,505
Library Assistant	\$38,827	\$39,849	\$40,870	\$41,892	\$42,913	\$43,935	\$44,956	\$45,977	\$46,998	\$48,021	\$49,043	\$50,064	\$51,084
Library Assistant - Hourly	\$18.36	\$18.84	\$19.32	\$19.79	\$20.27	\$20.75	\$21.23	\$21.70	\$22.18	\$22.66	\$23.13	\$23.61	\$24.09
Senior Library Clerk	\$35,762	\$36,704	\$37,646	\$38,588	\$39,530	\$40,470	\$41,411	\$42,352	\$43,294	\$44,234	\$45,175	\$46,115	\$47,056
Sr. Library Clerk PT	\$16.92	\$17.36	\$17.80	\$18.24	\$18.68	\$19.12	\$19.56	\$20.00	\$20.44	\$20.88	\$21.32	\$21.76	\$22.20
Library Clerk	\$29,871	\$30,655	\$31,439	\$32,226	\$33,012	\$33,800	\$34,587	\$35,372	\$36,157	\$36,944	\$37,730	\$38,517	\$39,304
Library Clerk - Hourly	\$14.17	\$14.54	\$14.90	\$15.27	\$15.64	\$16.00	\$16.37	\$16.74	\$17.11	\$17.47	\$17.84	\$18.21	\$18.58
Custodian	\$34,383	\$35,286	\$36,190	\$37,095	\$38,001	\$38,906	\$39,810	\$40,716	\$41,622	\$42,526	\$43,430	\$44,335	\$45,239
Custodian - Hourly	\$16.28	\$16.70	\$17.12	\$17.54	\$17.97	\$18.39	\$18.81	\$19.23	\$19.66	\$20.08	\$20.50	\$20.92	\$21.35

2022-23 SALARY SCHEDULE

Bethlehem Public Library
Classification/Pay Scales

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Librarian II	\$64,471	\$66,167	\$67,863	\$69,559	\$71,256	\$72,952	\$74,648	\$76,343	\$78,039	\$79,737	\$81,434	\$83,129	\$84,824
Librarian I (Hired before 6/30/2015)	\$60,358	\$61,946	\$63,534	\$65,125	\$66,715	\$68,303	\$69,891	\$71,480	\$73,068	\$74,655	\$76,242	\$77,831	\$79,420
Librarian I (Hired After 7/1/2015)	\$55,529	\$56,991	\$58,451	\$59,915	\$61,378	\$62,839	\$64,300	\$65,761	\$67,223	\$68,683	\$70,143	\$71,605	\$73,066
Librarian I - Hourly	\$28.41	\$29.15	\$29.90	\$30.64	\$31.38	\$32.12	\$32.86	\$33.61	\$34.35	\$35.09	\$35.83	\$36.57	\$37.32
Principal Library Clerk	\$43,025	\$44,158	\$45,291	\$46,424	\$47,557	\$48,689	\$49,821	\$50,954	\$52,086	\$53,218	\$54,350	\$55,482	\$56,615
Library Assistant	\$39,604	\$40,646	\$41,687	\$42,729	\$43,772	\$44,813	\$45,855	\$46,897	\$47,938	\$48,981	\$50,024	\$51,065	\$52,106
Library Assistant - Hourly	\$18.73	\$19.22	\$19.70	\$20.19	\$20.68	\$21.16	\$21.65	\$22.14	\$22.62	\$23.11	\$23.60	\$24.08	\$24.57
Senior Library Clerk	\$36,478	\$37,439	\$38,399	\$39,360	\$40,321	\$41,280	\$42,239	\$43,199	\$44,160	\$45,119	\$46,078	\$47,038	\$47,997
Sr. Library Clerk PT	\$17.26	\$17.71	\$18.16	\$18.61	\$19.05	\$19.50	\$19.95	\$20.40	\$20.85	\$21.30	\$21.74	\$22.19	\$22.64
Library Clerk	\$30,468	\$31,268	\$32,068	\$32,870	\$33,672	\$34,476	\$35,279	\$36,080	\$36,880	\$37,683	\$38,485	\$39,287	\$40,090
Library Clerk - Hourly	\$14.45	\$14.83	\$15.20	\$15.58	\$15.95	\$16.32	\$16.70	\$17.07	\$17.45	\$17.82	\$18.20	\$18.57	\$18.95
Custodian	\$35,071	\$35,992	\$36,913	\$37,837	\$38,761	\$39,684	\$40,607	\$41,530	\$42,454	\$43,376	\$44,299	\$45,221	\$46,144
Custodian - Hourly	\$16.60	\$17.03	\$17.46	\$17.89	\$18.33	\$18.76	\$19.19	\$19.62	\$20.05	\$20.48	\$20.91	\$21.34	\$21.77