# **AGREEMENT**

by and between the

## POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

and

## CSEA Local 1000 AFSCME, AFL-CIO

**Since 1910** 



Poughkeepsie Public Library District Unit #6675 Dutchess County Local 814

January 1st, 2025—December 31st, 2027

## **Table of Contents**

ARTICLE I: RECOGNITION	3
ARTICLE II: REPRESENTATION	3
ARTICLE III: EMPLOYEE ORGANIZATION RIGHTS-AGENCY FEE	3
ARTICLE IV: MANAGEMENT RIGHTS	5
ARTICLE V: NO STRIKE PROVISION	5
ARTICLE VI: WORKING CONDITIONS	5
ARTICLE VII: COMPENSATION	8
ARTICLE VIII: LONGEVITY	9
ARTICLE IX: PERFORMANCE EVALUATION	10
ARTICLE X: WORK-DAY WORK-WEEK	10
ARTICLE XI: OVERTIME	11
ARTICLE XII: HOLIDAYS	12
ARTICLE XIII: PERSONAL LEAVE	13
ARTICLE XIV: SICK LEAVE – SICK BANK – NYS DISABILITY	13
ARTICLE XV: BEREAVEMENT LEAVE	16
ARTICLE XVI: JURY DUTY	16
ARTICLE XVII: LEAVE OF ABSENCE – FAMILY LEAVE	16
ARTICLE XVIII: VACATION	17
ARTICLE XIX: MILITARY LEAVE	18
ARTICLE XX: RETIREMENT	18
ARTICLE XXI: HEALTH INSURANCE	18
ARTICLE XXII: LIFE INSURANCE	20
ARTICLE XXIII: EDUCATION ASSISTANCE	20
ARTICLE XXIV: SENIORITY	20
ARTICLE XXV: GRIEVANCE AND DISCIPLINARY PROCEDURE	21
ARTICLE XXVI: LABOR/MANAGEMENT COMMITTEE	22
ARTICLE XXVII: SAVING CLAUSE	22
ARTICLE XXVIII: PRINTING OF AGREEMENT	22
ARTICLE XXIX: DURATION	22
ARTICLE XXX: LEGISLATIVE CLAUSE	22
ARTICLE XXXI: MAINTENANCE OF STANDARDS	23

ARTICLE XXXII: RESIGNATION CLAUSE	23
APPENDIX A: Salary Table (2025 – 2027)	24
APPENDIX B: Leave Allowances for Legacy Hourly and Part-Time Employees	25
Signature Page	26

**Notes:** Addenda are found at the end of the Agreement.

- 1. Article X, Section 10 was added by Addendum #1 (April 8, 2025)
- 2. Article XIV, Section 10 was modified by Addendum #1 (April 8, 2025)
- 3. Article XI, Section 2 was modified by Addendum #2 (April 14, 2025)

This Agreement is made effective January 1, 2025 by and between the Poughkeepsie Public Library District (hereinafter referred to as the "Library District") and the Civil Service Employees Association Inc., Local 1000 AFSCME AFL- CIO Poughkeepsie Public Library District, Dutchess County Local #814, Unit 6675, with its headquarters at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

#### **WITNESSETH**

<u>WHEREAS</u>, the Union has been designated and selected by a majority of the employees in the Unit hereinafter described for the purpose of collective bargaining in regard to hours of work, wages and working conditions, and the settlement of grievances, and

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to hours of work, wages and working conditions, and the settlement of grievances in order to (a) promote harmonious and cooperative relationships between the Library District and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interests of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree to as follows:

#### ARTICLE I: RECOGNITION

**SECTION 1:** Pursuant to Section 207 of Article 14 of the New York State Civil Service Law (also known as the Public Employees' Fair Employment Act), the Library District recognizes the Union as the sole and exclusive representative for the employees of the Unit as defined herein for the purpose of collective negotiations with respect to wages, hours and other working conditions, and with respect to the administration of grievances arising under this Agreement.

#### ARTICLE II: REPRESENTATION

**SECTION 1:** Pursuant to Section 207 or Article 14 of the New York State Civil Service Law, the Library District agrees that the Union shall have unchallenged representation status for the maximum period permitted by law.

**SECTION 2:** The Union shall represent all full-time and part-time employees of the Library District who are employed on a regularly scheduled twelve (12) month basis. Part-time employees are those who are regularly scheduled to work less than twenty-one (21) hours per week.

**SECTION 3:** This agreement shall apply to all full-time and part-time employees of the Library District holding a position by appointment or employment in the service of the Library District, excluding for the purposes of representation, however, the Library Director, the Assistant Director(s), the Business Manager, the Human Resources Officer, the Library Director's Secretary, and Student Library Aides (defined as employees under the age of 18 enrolled in high school or are home schooled).

#### ARTICLE III: EMPLOYEE ORGANIZATION RIGHTS-AGENCY FEE

**SECTION 1:** Exclusive negotiations with the Union. During the term of this Agreement, the Library District will not negotiate with any other employee organization in reference to terms and conditions of

employment of employees covered by this Agreement, subject to Article 14 of the New York State Civil Service Law.

**SECTION 2:** Payroll Deduction: The Library District agrees to deduct from the wages of the employees and remit to the Union, 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who sign authorizations permitting such payroll deductions. The Library District also agrees to deduct from the payroll such life insurance premiums as may be authorized by the employees who agree to enroll in the programs available from the Union as fringe benefits of membership.

**SECTION 3:** The Library District recognizes the right of the employees to designate through election, or by appointment of elected officers, representatives of the Union, including field staff representatives of the Association, to appear on their behalf to discuss salaries, working conditions of this Agreement, and other terms and conditions of employment, and to visit employees during scheduled or regular working hours subject to reasonable limitations, set forth in this article.

- **A.** The Library District shall perform its obligation under this Agreement in a fair and impartial manner and shall not discriminate against any employee for reasons of sex, sexual orientation, race, color, creed, national origin, religion, or marital status.
- **B.** The Union shall have the right to post notices and other communications with regard to association business on bulletin boards maintained on the premises of the Library District and shall further have the right to use Library District e-mail systems for such communications.
- **C.** The Union and its representatives shall have access to the premises of the Library District for the purpose of transacting any necessary District/Union business, subject to the approval of the Library Director or designee.
- **D.** Officers and committee members of the Union shall be granted necessary time to carry on official Union business within reasonable limitations, and shall account for said time through the normal and customary timekeeping system.
- **E.** The Union will forward a list containing the names of elected officers, committee members, and the chief shop steward. The Library Director will also be advised of any and all changes in the local Union administration.
- **F.** Union officers will be allowed reasonable time to attend to Association matters and at least four (4) such officers shall be allowed to attend State and County conferences without loss of pay or leave. However, a maximum of twelve (12) working days per year will be allowed, and shall account for said time through the normal and customary timekeeping system.
- **G.** The Unit President will receive a copy of the actual contracts the Library District enters into for health coverage and/or any other employee insurance coverage.
- **H.** The Unit President shall have the right to inspect the ministerial paperwork filed with County Personnel for any employee. Copies of any other documents placed in an employee's file will be provided to the Unit President.
- 1. The Unit President will receive written notice of any new hire within the District.

- 1. The Unit President will receive a copy of the payroll as certified to County Personnel each year.
- **K**. The Unit President will receive a copy of the Board of Trustees' monthly meeting packet, prior to the meeting, and ensuing addendums, if any.

#### ARTICLE IV: MANAGEMENT RIGHTS

**SECTION 1:** The Library District retains the right to manage its business affairs and services and to direct the working force, including, but not limited to the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the control of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency in all its operations, including the right to discipline, suspend and discharge employees for cause; to hire; lay off, assign, promote and determine qualifications of employees; to determine the library hours.

**SECTION 2:** All rights of the Library District under this Agreement are subject to such regulations governing the exercise of said rights as are expressly-provided in this Agreement or provided in Article 14 of the Civil Service Law of the State of New York or other relevant statutes.

**SECTION 3:** The rights of the Library District listed above are not all inclusive, but indicate the type of matters or rights which belong to or are inherent in the Library District. Any and all rights, powers and authority the Library District had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, granted or modified by this Agreement.

**SECTION 4:** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any Library District official or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said Library District officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

#### ARTICLE V: NO STRIKE PROVISION

**SECTION 1:** Pursuant to Section 207 (3) of Article 14 of the New York State Civil Service Law, the Union hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. According to said Article 14 of the New York State Civil Service Law, the definition of a strike includes any concerted work stoppage or work slowdown.

**SECTION 2:** Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the District, or the rights, remedies or duties of the Union or employees under State Law.

#### ARTICLE VI: WORKING CONDITIONS

**SECTION 1:** The following items of travel expense shall be allowed to all bargaining Unitemployees.

**A.** Mileage allowance at the rate per mile set by the IRS when personal car is used on travel to and from conferences or for job purposes.

**B.** Reimbursement of costs of travel, lodgings, meals, and fees for attending library related meetings or conferences, provided employee's attendance at said meeting or conference has been approved in advance by the Library Director.

**SECTION 2:** All rights of the Library District under this Agreement are subject to such regulations governing the exercise of said rights as are expressly provided in this Agreement or provided in Article 14 of the Civil Service Law of the State of New York or other relevant statutes as well as the rules and regulations of the Dutchess County Department of Civil Service.

The following items shall be provided with respect to job security:

- **A.** Uniform wage made for all employees similarly classified.
- **B.** Each employee will receive a copy of any document which is made a part of their personnel folder. Employees shall have access, upon reasonable notice, to their personnel file and, further, shall have the right to reply to any material in the file. After material has been in an employee's file for one year, an employee may formally request removal of said material. Additionally, the Library District shall review all personnel files each year with the decision as to what is to be removed remaining solely with the Library District. No material older than three (3) years may be used in a disciplinary action.
- C. No employee classification is to be changed without prior notice to and consultation with said employee. The Library District agrees that there shall be no change in the salary grade or job titles of the employees within the bargaining Unit unless also agreed to in writing by the CSEA Unit President. This clause shall not be interpreted to relate to title change and concomitant grade changes pursuant to a re-classification survey conducted by the Dutchess County Department of Civil Service.
- **D.** Notice of Civil Service exams shall be conspicuously posted.
- **E.** If any title or position is abolished by the District, the employee so affected will be given first consideration for appointment to a comparable vacant position in Library District service.
- **F.** All vacancies in Library District jobs are to be posted in all appropriate Library District departments and distributed to all employee work e-mail IDs so that qualified Library District employees may have the opportunity to apply for same. Each vacancy shall be posted for a minimum of five (5) calendar days. When the Library Director determines that the experience, qualifications and job performance of two or more applicants are relatively equal, then in such event, seniority shall be the prime factor in filling the vacancy.
- **G.** The Library District shall review every six (6) months the status of temporary or provisional appointments and shall make a diligent effort to provide permanent status wherever possible.
- H. Every original or promotional appointment to a position in the non-competitive or competitive class shall be for a probationary term consistent with Civil Service Law and Rules for the Classified Civil Service of Dutchess. The Library District shall have the discretion to terminate an employee's appointment during their probationary term.

All part-time employees shall be granted, after serving a probation period of twenty-six (26) weeks, the same rights regarding representation, seniority, and grievance, as full-time employees under this contract.

Upon eighteen (18) months of continuous service, all part-time employees hired on or after January 1, 2025 shall be granted, after serving a probation period of twenty-six (26) weeks, the same rights regarding layoff and disciplinary procedure as full-time employees under this contract.

- I. The Library District will provide for the custodial staff: Three (3) summer and three (3) winter uniforms, and one (1) pair of steel-tipped work shoes per year. The Library District shall provide for the security staff: Three (3) summer and three (3) winter uniforms. The Library District shall provide custodial and security staff appropriate storm gear. Employees will be responsible for the maintenance of said uniforms and shoes.
- J. Layoffs: All other factors being equal, based on management's rights to determine employee work performance, all layoffs will be done in accordance with Civil Service Law and Rules for the Classified Civil Service of Dutchess County.
- **K.** The layoff Unit and the work assignment Unit shall be all within the Library District. A determination of seniority for layoff purposes shall be made within the layoff unit. Work assignments, subject to job titles, shall be made anywhere within the Library District. The Library District reserves the right, as a management rights, and or the purposes of efficiency or convenience, to change, from time to time, the work assignment, within job title, within the Library District.

**SECTION 3:** For the purpose of accumulation only, all leave specified in Article XII, XIII, XIV, and XVIII shall be computed on the basis of normal hours of work per week divided by five (5). Parties further agree the Library District shall have the right to reopen negotiations with respect to this method of leave time accumulation during the life of this Agreement.

**SECTION 4:** Unless otherwise specified elsewhere in this agreement, employees who are regularly scheduled to work less than a full-time work week (as specified in Article X) shall be governed by the rules in Appendix B for leave as specified in Article XII, XIII, XIV, and XVIII.

#### **SECTION 5:** Timekeeping.

- **A.** Employees are required to use an electronic timekeeping software system installed on the Library District's computer system for the purpose of recording only their own daily attendance at work for the payment of their wages and tracking of benefit leave. The Library District will provide training to all new employees.
- **B.** Employees shall be required to record only their own work time. Deviations from this procedure shall only be authorized by the Library Director (or designee). Unauthorized employees found recording time other than their own shall be subject to discipline up to and including termination.
- C. Employees shall record their start time upon arrival at work, their departure time for their meal break, their return from their meal break, and their departure time at the end of their shift. Break times (other than the meal break) shall not be recorded. In the event an employee arrives late to work or needs to leave work early, they will have the option, only with the prior approval of

management, to extend their workday to fulfill their workday obligation or will otherwise be docked time not worked. Docked time is deducted from available accrued leave in this order: personal, sick, vacation.

**D.** The Labor/Management Committee shall periodically meet to review the protocols related to timekeeping and, if necessary, negotiate mutually agreeable amendments to this agreement.

#### ARTICLE VII: COMPENSATION

#### **SECTION 1**: Salaries

- A. The Salary Table is attached as Appendix A.
  - **a.** Effective January 1, 2025:
    - i. Base salaries shall be increased by 3.25%.
    - ii. The starting pay for Technology Instructor shall increase to \$54,000.
  - b. Effective January 1, 2026:
    - i. Base salaries shall be increased by 3.5%.
    - ii. The step increments listed in Appendix A shall be increased by 3%. For example, the 2025 step increment for the title of Page is \$868, and such value shall be increased by 3% for a new step increment of \$894, effective January 1, 2026
  - c. Effective January 1, 2027:
    - i. Base salaries shall be increased by 3.35%.
    - ii. The step increments listed in Appendix A shall be increased by 3%. For example, the 2026 step increment for the title of Page is \$894, and such value shall be increased by 3% for a new step increment of \$921, effective January 1, 2027.
- **B**. The Library Director shall have the discretion to determine an employee's starting salary, provided it complies with the minimum salaries set forth in Appendix A.
- C. All employees shall be entitled to any across the board wage increase and a step increase for their title (the step increases are listed in Appendix A) upon their anniversary date after the completion of one year of service, two years of service, three years of service, and four years of service. Thereafter, the employee shall only be entitled to any across the board wage increase, and shall no longer be eligible for any step increases. There shall only be a total of four (4) step increments available to employees above the minimum salary. In the event an employee is hired at a step higher than base salary, they shall only be eligible for the remaining step increases. For example, if an employee is hired at minimum salary plus one (1) step, they shall only be eligible for three (3) additional steps, for a total of four (4) steps. Step increases shall not be entitled to the across the board wage increase in the year earned, but shall be added to base salary and shall be subject to future across the board wage increases.
- **D.** In the event any increase in salary jeopardizes third-party financial assistance to an employee, such increase shall be modified by mutual written agreement among the Library District, the Union, and the employee (or legal representative) to the extent necessary to protect continued receipt of said financial assistance.

**SECTION 2:** The bi-weekly payroll shall continue in effect until changed by agreement of the parties. All payroll will be provided through a direct deposit program where each employee shall receive bi-weekly confirmation of said deposit (commonly called Payroll Advice).

<u>SECTION 3:</u> No employee shall be employed under any title not appropriate to the duties to be performed and no employee shall be assigned to perform the duties of any position unless he/she has been duly appointed or promoted to such position in accordance with the provisions of the Civil Service Law. Any employee assigned temporarily to perform duties of a higher classification shall be compensated at the higher rate of pay. All employees, upon assignment by their supervisors, shall perform duties normally assigned to a lower classification and when doing so shall be paid at their normal rate.

**SECTION 4:** With the desire to provide notary services to the public, the Library District shall pay for the examination costs and, if successful, the required stamp and supplies for an employee to serve as a notary public. The service may only be provided to the public while on library duty and may not be provided for a charge at any location for any reason. Staff will be compensated \$500, annually, for providing this service. The compensation will be distributed on a quarterly basis at the end of each calendar quarter and through payroll.

**SECTION 5:** The Senior Custodial Worker, the Head Custodian, and Librarians assigned the positions of Head of Borrower & Technical Services, Head of Branch & Extension Services, Head of Reference & Adult Services, and Head of Youth Services shall receive a stipend of \$5,000 per year (pro-rated for less than a full year) for the additional responsibilities associated with the positions. The stipend shall not be added to base salary.

#### ARTICLE VIII: LONGEVITY

#### **SECTION 1**: Compensation schedule.

- **A.** Employees shall be entitled to longevity increases after the completion of ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service. The longevity shall be the dollar value in effect for longevity at the time it was earned.
- **B.** For any longevities awarded to Unit members prior to the ratification of the 2018-2020 collective bargaining agreement, the following shall apply:
  - **a.** The longevity is considered part of the employee's base salary.
  - **b.** The longevity increment is the amount set forth in the collective bargaining agreement in the year the longevity was earned.
  - c. In the event an employee is promoted to a new position, and longevities have previously been added to their salary, the Library District shall determine the employee's current base salary by removing the longevities (and any compounding). The Library Director shall have the discretion to determine the employee's starting salary for the promotional position, provided the employee receives a minimum increase in base pay equivalent to the value of one (1) step in the promotional position. The removed longevity will then be restored and added back to the new salary.
- **C.** For any longevities awarded to Unit members on or after the ratification of the 2018-2020 collective bargaining agreement, the following shall apply:
  - a. The longevity shall be \$150.00 for each year of service after the completion of the

- requisite years of service. For example, an employee will receive \$1500.00 after ten (10) years of service.
- b. Longevity shall not be added to base salary. The annual salary increases shall not apply to longevity earned on or after the ratification of the 2018-2020 collective bargaining agreement.
- **D.** Longevities earned by part-time employees on or after October 26, 2022 shall be pro-rated. In order to calculate the pro-rated longevity owed to part-time employees, the Library District will review the hours worked by the part-time employee for the year prior to their anniversary date.

**SECTION 2:** The longevity increase shall be paid starting in the payroll following the employee's anniversary date, retroactive to the employee's anniversary date.

#### ARTICLE IX: PERFORMANCE EVALUATION

**SECTION 1:** The parties shall develop a performance evaluation system, which will be reviewed not less than every two years by the Labor/Management Committee.

**SECTION 2:** In the event an employee receives an unsatisfactory rating, said rating may be appealed to the Board of Trustees.

**SECTION 3:** Upon the Board of Trustee's review and concurrence with the unsatisfactory rating, the employee's increment or longevity shall be withheld.

#### ARTICLE X: WORK-DAY WORK-WEEK

**SECTION 1:** The standard work day shall be seven (7) hours (exclusive of the lunch hour) and the standard work week shall be thirty-five (35) hours (exclusive of lunch hour) for full-time employees, as scheduled by the Library Director to meet the needs of the Library.

**SECTION 2:** The working of evening and/or weekends may be required of all Library District employees when necessary to maintain the library's full service to the community.

**SECTION 3:** Employees working on Sundays shall be paid at the rate of time and one-half (1½). Sunday employees shall not accumulate any leave benefits nor shall Sunday employment qualify for such benefits.

**SECTION 4:** Employees who work more than six hours, shall be required to take a one-hour unpaid lunch, unless otherwise approved by the Library Director.

**SECTION 5:** All employees of the Library District will be allowed a fifteen (15) minute break before their assigned lunch period and a fifteen (15) minute break after their assigned lunch period. Infractions of the regulations for breaks will result in a review, at any time, of the break allowance, and, if deemed necessary by the Library Director, amendment or termination of the break allowance. Breaks may not be combined with meal breaks, unless otherwise approved by the Library Director.

**SECTION 6:** All part-time employees shall be paid for all hours worked. All part-time employees must have written approval from the Library Director and/or the Assistant Director before working any additional time over their regularly scheduled hours.

SECTION 7: Sunday will be part of the pay period all year round, but for full-time employees, it will be

considered a 6<sup>th</sup> work day and be paid at time and one-half rate for all hours worked. Assignment of Sunday work will be on a voluntary basis first, and if not enough volunteers, management can mandate work on a rotating basis among all employees. Should the Library District close on a Sunday due to an emergency, employees will be compensated for time scheduled as straight time.

**SECTION 8:** The Library District reserves the right to schedule staff, including Librarians, for outreach and community engagement activities. Assignment of outreach and engagement hours will be on a voluntary basis first, and if not enough volunteers, management can mandate work on a rotating basis among all employees. The following shall apply to all staff, with the exception of Librarians (whose overtime is address in Article XI, Section 2(b)):

- **A.** In the instance that the assignment is given with at least seven (7) days' notice and occurs within the standard work week and operational hours, compensation will be at straight time. Should the event be cancelled, staff will report to the library for a substitute work assignment.
- **B.** In the instance that the assignment is given with less than seven (7) days' notice and is within the standard work week and operational hours, compensation will be at time-and-a-half. Should the event be cancelled, staff will report to the library for a substitute work assignment.
- **C.** In the instance that the assignment is outside operational hours, the assignment will be compensated at time-and-a-half, regardless if part of the standard work week or extra hours. Should the assignment be cancelled, employees will be compensated for time scheduled as straight time.

**SECTION 9:** If the Library District has a delayed opening due to inclement weather and/or other circumstances which are outside the control of the Library District, where maintenance and security personnel are require to work to prepare for staff arrivals, said personnel shall be paid at time and one-half (1½) for hours worked should the Library District not open. Time and one-half (1½) pay shall only apply in the instances where the Library District is closed after maintenance and security personnel have arrived at their respective location(s).

**SECTION 10:** Borrower Services employees scheduled to work when the library opens on Saturdays shall be scheduled to arrive fifteen (15) minutes prior to the time the Library opens to the public. This fifteen minute shall be in addition to the employee's regularly scheduled shift, and the employee will be compensated in straight time for the additional fifteen minutes. (Added by Addendum #1 – 4/8/25)

#### ARTICLE XI: OVERTIME

**SECTION 1:** Overtime shall be interpreted as any time in excess of the standard work-day as defined in Section 1 and 2 of Article X. For support staff, overtime shall apply for management—approved attendance at conferences and continuing education programs, excluding travel time. Overtime shall not apply for librarian and managerial staff attending management-approved conferences or continuing education programs.

**SECTION 2:** At the written request of the Library Director and/or the Assistant Director, employees may be required to work in excess of their standard work day.

A. Employees classified as other than Librarian I, II, or III who work more than thirty-five (35), but less

than forty (40) hours in a week shall be compensated at straight time rate. Full-time employees identified in this subsection who work more than forty (40) hours in week shall be compensated at time and a half ( $1\frac{1}{2}$ ) rate. Part-time employees identified in this subsection who work over forty (40) hours in a week shall be paid at the time and a half ( $1\frac{1}{2}$ ) rate.

**B.** Employees classified as Librarians I, II, or III are considered exempt employees and are not eligible for overtime pursuant to this Article. Notwithstanding, if a Librarian provides community outreach services outside of their regularly scheduled 35-hour work week (and does not flex their regular schedule to do so), the Librarian shall be eligible for payment for such additional hours. In such an event, they shall receive straight time for any additional hours worked up to forty (40) hours in a week, and time and one half (1½) for any hours worked in excess of forty (40) hours in a week. Librarians shall be paid time and one half (1½) for any hours worked on Sundays. (Modified by Addendum #2 – 4/14/25)

**<u>SECTION 3:</u>** Authorized leave days and/or holidays constitute time worked in calculating overtime.

**SECTION 4:** In the event an employee is called back to work after the completion of his or her assigned shift, payment shall be at time and one-half (1½) with a two (2) hour minimum guarantee.

**SECTION 5:** In the event a Unit member works on an official holiday, the Unit member shall be paid time and one-half  $(1\frac{1}{2})$  for each hour actually worked.

#### ARTICLE XII: HOLIDAYS

**SECTION 1:** The Library District shall close the following paid holidays:

- A. New Year's Day
- **B.** Martin Luther King's Day (observed)
- c. Presidents Day (observed)
- **D.** Memorial Day (observed)
- E. Juneteenth
- F. Independence Day
- **G.** Labor Day
- H. Columbus Day (observed)
- I. Veterans' Day
- J. Thanksgiving Day
- **K.** Friday after Thanksgiving Day
- L. Christmas Eve
- M. Christmas Day
- N. New Year's Eve (close at 12:30 p.m.)

SECTION 2: If the official holidays of Juneteenth, Independence Day, Veterans' Day, Christmas Eve, Christmas, New Year's Eve and New Year's Day fall on a Saturday, the Library District will be closed and holiday exceptions hours will be granted to employees for use within one (1) year of the holiday. If the official holidays of Juneteenth, Independence Day, Veterans' Day, Christmas, and New Year's Day fall on a Sunday, the Library District will be closed as an unpaid holiday and the paid holiday will be observed on the following Monday. If the official holidays of Christmas Eve and New Year's Eve fall on a Sunday, the Library District will be closed and holiday exceptions hours will be granted to employees for use within one (1) year of the holiday.

**SECTION 3:** Employees on vacation leave when any of the holidays occur may extend their vacation leave an equivalent number of days to compensate for the holiday, or reserve that equivalent vacation leave for use of those holidays occurring after the first day of employment.

**SECTION 4:** Paid holiday leave shall be prorated in hours for other than full-time employees. During the initial year of employment, these employees shall be entitled to prorated holiday pay only for those holidays occurring after the first day of employment.

**SECTION 5:** The Library District shall be closed on Saturday and Sunday of Memorial Day and Labor Day weekend. Additionally, the Library District shall close at 5:00 p.m. on the Wednesday immediately prior to Thanksgiving Day as well as on the Fridays preceding Memorial Day and Labor Day weekends.

**SECTION 6:** Employees shall be provided with two (2) floating holidays to be used during the calendar year. Floating holidays are subject to supervisor approval, and employees must submit a request to a use a floating holiday at least two weeks in advance, unless otherwise approved by their supervisor. Floating holidays must be used by December 1 each year, unless approved in advance by the Library Director. Unused floating holidays shall be forfeited if not used by the end of the calendar year.

#### ARTICLE XIII: PERSONAL LEAVE

**SECTION 1:** All full-time employees, including provisional and probationary, will be allowed three (3) days of personal leave in one (1) calendar year, at such time as the employee requests subject to the approval of the Department Head. No personal days will be used adjacent to holidays. No more than two (2) personal days will be used in the first six (6) months of employment.

**SECTION 2:** Unused personal leave shall be converted to sick leave.

**SECTION 3:** Personal leave time shall be pro-rated for part-time employees. Employees hired on or October 26, 2022, must work a minimum of seventeen and a half hours per week in order to be eligible for personal leave.

#### ARTICLE XIV: SICK LEAVE - SICK BANK - NYS DISABILITY

**SECTION 1:** Full time employees shall be entitled to thirteen (13) sick days each year and such days shall be accrued at the end of each month commencing upon appointment in permanent, provisional, or probationary employment. Part time employees will receive a prorated accrual at the end of each month. Non-standard (hourly) part time employees who are eligible for sick leave shall accrue sick days each pay period, based on the number of hours worked in that payroll.

- A. For employees hired prior to October 26, 2022:
  - **a.** Staff working 4/5 time per week will receive ten and a half  $(10 \frac{1}{2})$  days of sick leave per year.
  - **b.** Staff working 3/5 time per week will receive seven and three quarters (7 ¾) days of sick leave per year.
  - c. Staff who are working seventeen and a half (17 ½) hours per week will receive forty-five and a half (45 ½) hours of sick leave per year.

- **d.** Staff working fifteen (15) hours per week will receive thirty-nine (39) hours of sick leave per year.
- **e.** Staff working four (4) hours per week will receive ten and a half (10 ½) hours of sick leave per year.
- **B.** Employees hired on or after October 26, 2022, must work a minimum of seventeen and a half hours per week in order to be eligible for sick leave. However, supervisors shall have discretion to work on flexible hours with the employee to meet both the library's and the employee's scheduling needs.

**SECTION 2:** An employee on sick leave shall continue to accrue both vacation leave and sick leave upon satisfactory evidence as to current illness or injury.

**SECTION 3:** Time taken off by an employee as accredited sick leave shall be construed to also cover the illness of an immediate family and/or household member.

**SECTION 4:** A doctor's certificate may be required for any illness lasting more than four (4) working days or if there is a pattern of abuse. (Ex: exhausting sick time as it is accrued; taking sick time before or after a holiday or weekend.)

**SECTION 5:** Employees will receive written notification of accrued sick leave with each pay check.

**SECTION 6:** Sick leave will be allowed to accumulate without limitation.

**SECTION 7:** All employees shall receive an amount equal to fifty percent (50%) of their accumulated sick leave at termination of employment. Employees shall not be entitled to the benefits of this section if they have not been regularly and continuously employed for a full year prior to termination of employment, or if such termination of employment is a result of charges placed against the employee. Any accumulated days of sick leave exceeding one hundred and eighty (180) days will not be included in any computation for payment upon termination of employment. This payment will be made to the heirs or estate of a deceased employee.

**SECTION 8:** An employee who is absent due to illness must notify the library not later than one half (½) hour after the start of the library's working day. An employee who is unable to personally notify the library must designate some person who will give the notification in the employee's place. An employee who fails to give notice of an illness shall not be credited with sick leave until such time as the employee does report the illness and such reason is accepted by the library. If no notification of reason for absence from work is received after the fifth working day, the Library District will have the right to take disciplinary action.

**SECTION 9:** The Library District shall provide NYS Disability Insurance for all employees at no cost to the employees.

**SECTION 10:** (Modified by Addendum #1 - 4/8/25): The sick bank is established for use by participating employees who are members of the bargaining unit. Participation is voluntary. The purpose of the sick bank is for use of participating employees who have a serious illness or injury which requires them to be out of work for an extended period of time and have exhausted their own available sick and personal time.

- **A.** Eligibility. Employees must have a minimum of ten (10) sick day accruals to be eligible for participation in the sick bank. Participation is offered during the annual renewal period in December. Employees may enroll only after twelve (12) months of continuous service.
- **B.** Contributions to the sick bank. Contributions to the sick bank are made as follows:
  - **a.** Sick bank accumulates from year to year (year is defined as a calendar year).
  - **b.** Employees may donate two (2) days of earned sick time to the sick bank so long as they meet the eligibility requirement. No further donations are required unless the sick bank falls below the reserve of twenty (20) days.
  - c. Should the sick bank reach its reserve prior to the annual renewal period, the Sick Bank Committee will solicit all eligible bargaining Unit members who participate for an additional two (2) days. Employees enrolling in the sick bank for the first time, however, would still be required to donate two (2) days to be eligible to participate and will still be required to meet the minimum eligibility requirement.
- C. Use of the Sick Bank. The Sick Bank Committee shall be composed of four (4) members: the Unit President or designee, another Unit member to be chosen by the Unit President, the Human Resources Officer, and the Library Director. Decisions require the majority consent of the Committee. Prior to using the sick bank, the employees must first use all sick and personal time. Employees wishing to use the sick bank must apply, in writing, for use of time to the Sick Bank Committee on a form established by the Committee. Such application must include medical documentation. The Committee shall have the authority to approve up to a maximum of twenty (20) consecutive working days leave per application. Should an employee require more than the twenty (20) day maximum, the employee must submit, in writing, an additional request for more time. However,
  - **a.** If an employee submits a request for additional sick bank time, he or she must first use any available leave time (sick, vacation, personal, floating holiday, holiday exception) they have accrued prior to the request.
  - **b.** An employee may request only one (1) additional use of sick bank time of 20 days or less for any specific illness, and
  - c. An employee may only use the sick bank for a maximum of forty (40) days annually (annually shall be defined as the twelve (12) month period from the initial first day of use of the sick bank award).

The Committee shall have full authority to approve or disapprove a request for Sick Bank leave. The decision of the Committee shall be final, and the Sick Bank provision of the contract shall not be subject to the grievance procedure.

**D.** Renewal After Use. After an employee utilizes the Sick Bank, they shall no longer be a member of the Sick Bank unless they donate an additional two (2) days to the Sick Bank during the annual renewal period. The Unit member does not need to have ten (10) sick days accrued in order to rejoin the Sick Bank.

**SECTION 11:** Chronic Sick Leave. In the event an employee is repeatedly on sick leave for one or two days which does not require a doctor's certificate, the Library Director, or designee, may require the employee to have a physical examination to determine physical fitness to perform the assigned duties. The Library District shall pay for the examination. If, after the examination, it is determined that the employee has no physical reason for repeated absence, the employee may be advised in writing that continuance of the practice will make the employee liable for discharge.

#### ARTICLE XV: BEREAVEMENT LEAVE

**SECTION 1:** Bereavement leave with pay, not to exceed five (5) days, per death, shall be allowed in the event of the death of a member of a full-time employee's immediate family or household. Bereavement leave shall be pro-rated for part-time employees. For the purpose of this section members of an immediate family shall be limited to spouse, domestic partner, parents, children, grandchildren, grandparents, brothers, sisters, and mother/father-in-law.

#### ARTICLE XVI: JURY DUTY

**SECTION 1:** All employees (both full-time and part-time) serving on jury duty will receive normal rate of pay while on jury duty. Employees selected for jury duty must notify their supervisor of said selection so that arrangements can be made to continue the normal routine of their department. However, the Library District reserves the right to question whether the employee's absence on jury duty might impair the services of the department.

#### ARTICLE XVII: LEAVE OF ABSENCE - FAMILY LEAVE

**SECTION 1:** Leave of absence shall mean permissive absence without pay which may be granted to employees for such reason as extended illness after sick leave has been used up, maternity/paternity/adoption leave, full-time study, or other reason approved by the Board of Trustees.

**SECTION 2:** Parental leave may be granted for six (6) months including time leading to and after the birth or adoption of the child.

**SECTION 3:** Requests for leave of absence without pay must be submitted in writing to the Library Director who will refer the request to the Board of Trustees for decision. Requests for leave of absence without pay must be made in sufficient time to recruit temporary help to fill the position.

**SECTION 4:** The following provisions of family leave are available to members of the bargaining unit. Unless otherwise specifically noted below, family leave shall be provided as set forth under the Family Medical Leave Act (FMLA):

- **A.** An employee is eligible for leave after twelve (12) months of uninterrupted employment.
- **B.** Upon the recommendation of the Library Director and at the discretion of the Board of Trustees, an eligible employee may be granted twelve (12) weeks per year of unpaid leave because of the documented need to care for a serious health condition, or that of a spouse, son, daughter, or parent who has a serious health condition or a serious health condition of the employee.

For part-time employees, the leave is calculated on a pro-rated or proportional basis.

Eligibility covers employees with chronic conditions and those who are undergoing treatment for substance abuse (as defined by the American with Disability Act).

**C.** Intermittent leave may be granted if medically necessary for leave due to a serious health condition.

However, such leave may not accumulate to more than twelve (12) weeks per year for full-time employees or a pro-rated proportion for part time employees. If an employee requests intermittent leave that is foreseeable based on planned medical treatment, the Library District may require that the employee transfer temporarily to an available alternate position offered by the Library District as long as it has equal pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

- **D.** The employee may elect, or the Library District may require, that the employee substitute any accrued paid leave to care for a seriously ill family member. For leave due to a serious health condition of the employee, the employee may elect, or the Library District may require, that the employee substitute any accrued paid leave.
- **E.** If leave is foreseeable based on planned medical treatment, the employee must take a reasonable effort to schedule treatment so as not to unduly disrupt the operations of the Library District.
- **F.** On return from leave, the employee is entitled to be restored to the position held when leave commenced or to an equivalent position with equal pay, benefits, and other terms and conditions of employment.

The employee does not lose any employment benefit accrued prior to the date on which the leave commenced. But the employee is not entitled to accrue any seniority or employment benefits during the period of leave.

- **G**. The Library District will pay the premiums under any group health plan for the employee at the same level and conditions of coverage that would have been provided had the employee continued employment for the duration of the leave.
- **H.** Employee may file a grievance and/or bring civil action against the Library District should it violate this Section.

#### ARTICLE XVIII: VACATION

**SECTION 1:** Support Staff (Clerical and Custodial) full-time employees shall earn fifteen (15) working days of vacation leave annually on a pro-rated basis of 1¼ days for each month served.

**SECTION 2:** Support Staff (Clerical and Custodial) full-time employees shall earn twenty (20) working days of vacation annually after seven (7) years of service, on a pro-rated basis of 1½ days for each month served.

**SECTION 3:** Professional (non-clerical and non-custodial) full-time employees shall earn twenty (20) working days of vacation leave annually on a pro-rated basis of 1½ days for each month served.

**SECTION 4:** All full-time employees shall earn twenty-five (25) days of vacation annually after sixteen (16)

years of service, on a pro-rated basis of 2 days for each month served, except for the month of hire, where 3 days will be earned.

**SECTION 5:** Vacation leave shall be pro-rated for part-time librarian and support staff employees. Employees hired on or after October 26, 2022, must work a minimum of seventeen and a half hours per week in order to be eligible for vacation leave. Non-standard part-time employees who are eligible for vacation leave shall accrue vacation days each pay period, based on the number of hours worked in that payroll.

**SECTION 6:** Vacation leave may be taken at any time during the year. No more than an employee's annual vacation allocation may be carried at any given time without permission from the Library Director. An employee who wishes it may take all or part of the vacation leave in days without special permission. A minimum of three hours of vacation leave must be taken at a time, unless otherwise approved by the Library Director.

**SECTION 7:** Requests for vacation leave shall be submitted to the department head no later than December 1 of each year for the 12-month period beginning January 1 of the following year. Decisions regarding scheduling conflicts shall be determined by protocols established in Article XXIV, Section (2). Changes to approved vacation schedule must be submitted not less than (2) weeks in advance and in accordance with established procedure. For one (1) day vacation leave request, only one week advance notice is needed, unless waived by the Library Director. In these instances, the Library Director will determine resolution of any scheduling conflict.

**SECTION 8:** Employees will be paid their normal rate of pay for earned vacation time due to them upon termination of employment. The heirs or estate of a deceased employee shall be paid for the employee's accrued vacation time.

#### ARTICLE XIX: MILITARY LEAVE

**SECTION 1:** Military leave will be granted with pay to employees where applicable and in accordance with Federal and State authorization and limits. Pay will not be granted unless military orders are presented to the Library Director well in advance of start of leave. Pay will not be made in advance in this instance.

#### ARTICLE XX: RETIREMENT

**SECTION 1:** All employees of the Library District who are members of the New York State Retirement System shall be entitled to benefits under Section 75-g of the New York State Retirement Law.

**SECTION 2:** The Library District shall provide Option 41(j) under the New York State Retirement System regarding unused accumulated sick days.

**SECTION 3:** The Library District shall offer employees payroll deductions for the New York State Deferred Compensation Plan (NYSDCP).

#### ARTICLE XXI: HEALTH INSURANCE

**SECTION 1:** Full-time employees of the Library District shall be entitled to health insurance coverage with the New York Empire Plan of Hospitalization and Major Medical Benefits. In addition, full-time employees of the Library District shall be entitled to elect for optional HMO coverage, as provided by the Library District.

All full-time employees hired prior to October 26, 2022, who participate in the health insurance program shall pay twelve (12%) percent of their premium for either individual or family coverage.

All full-time employees hired on or after October 26, 2022, who participate in the health insurance program shall pay fifteen (15%) percent of their premium for either individual or family coverage.

Effective January 1, 2026, the employee contribution towards health insurance shall be increased by 0.75%. Effective January 1, 2027, the employee contribution towards health insurance shall be increased by 0.75%.

SECTION 2: A full-time employee of the Library District shall, at the employee's election, receive an annual cash payment in the event such employee elects to refrain from enrollment in the hospitalization and medical insurance program otherwise offered by the Library District. Subject to the enrollment rules of the hospitalization and medical plans, any employee electing to refrain from coverage may re-enroll at the earliest opportunity permitted by any such plan. In the event an employee elects to refrain from coverage during the year, or elects to rejoin during the year, the cash payment shall be prorated so as to reflect the portion of the year during which the employee was in the employ of the Library District and refrained from enrollment within the hospital or medical plans. The form to be utilized by the Library District shall contain a provision suggesting that the employee consult with the CSEA Unit President or designee prior to executing the form. The Library District shall advise the CSEA Unit President or designee in writing when an employee makes application.

The cash payments shall be \$2,700 for an employee with a family plan and \$1,350 for an employee with an individual plan. This cash payment shall be paid on a quarterly basis, at the end of the quarter. An Employee whose spouse or parent is also employed by the Library District, and who is covered under their spouse/parent's family health insurance plan with the Library District, shall not be eligible for the health insurance buyout.

**SECTION 3:** The Library District will maintain a Flex 125 program.

**SECTION 4:** A part-time employee may join the HMO health plans offered by the Library District, if the employee pays the entire cost of the premium and if the plan allows part-time participation.

SECTION 5: Full-time employees of the Library District represented by the Union shall be entitled to the New York Empire Plan of Hospitalization and Major Medical Benefits in retirement so long as they have had ten (10) years of continuous Library District service immediately preceding retirement. All retirees participating in the health insurance program shall pay fifty (50%) percent of the premium for individual retiree coverage. If enrolled in family retiree coverage, the retiree shall contribute fifty (50%) percent of the cost of the individual premium as well as sixty-five (65%) percent of the difference between the cost of the individual and applicable family plan premium. An annual letter will be provided to all retirees in which the cost of their health insurance in retirement will be explained.

**SECTION 6:** Domestic partners may be covered under the family health insurance plan pursuant to the following:

**A.** A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship, and have responsibility for each other's welfare and financial obligations.

- **B.** The requirements for coverage of a domestic partnership shall be set by the health plan. The Unit member requesting such coverage shall execute a Domestic Partner Affidavit, and provide any required documentation, including proof of cohabitation and evidence that an economically interdependent relationship exists between the employee and the domestic partner.
- **C.** Termination of the relationship shall be reported to the Library within thirty days.
- **D.** The Unit member applying for domestic partner coverage shall be responsible for all federal and state income tax payments.

#### ARTICLE XXII: LIFE INSURANCE

**SECTION 1:** A full-time employee of the Library District shall be provided with a ten thousand dollar (\$10,000) group term life insurance policy for which all premiums are to be paid by the Library District during their period of employment, which benefit shall survive this Agreement.

**SECTION 2:** Upon retirement as described by the New York State and Local Retirement System and Social Security Law, and for the life of the member, the Library District will pay the full amount of the premium for each employee for a group term life insurance policy in the amount of five thousand dollars (\$5,000).

**SECTION 3:** The above benefits shall not apply to an employee who terminates their employment under charges.

#### ARTICLE XXIII: EDUCATION ASSISTANCE

**SECTION 1:** Upon one year of employment, the Library District will provide funds in the form of educational assistance for those employees seeking to further their formal education in the area of their job assignments by providing a reimbursement of up to seventy-five (75%) percent of tuition cost upon satisfactory completion of the course. Reimbursement shall be provided based upon tuition charged at a SUNY institution for the selected or similar course of study. Employees will be obligated to up to two (2) years of Library District service upon the completion of a degree funded through this program or a period of time similar to the duration of subsidized study. Should the employee receive a promotion due to their matriculated status and fail to take courses for more than a 12-month continuous period without prior approval from the Library Director, then the employee will revert back to their prior classification and at the appropriate reduction of salary.

**SECTION 2:** Written prior approval must be granted by the Library Director before an employee is entitled to such benefits.

**SECTION 3:** As available, the Library District will provide funds and leave time for the purpose of continued professional development, for all employees. Such activity will be at the discretion of the Library Director, granted on a case-by-case request, and subject to the availability of funds.

#### ARTICLE XXIV: SENIORITY

**SECTION 1:** Seniority shall be observed as provided by Civil Service Law with the continuation of the work of the department taking first priority. All seniority shall be as of the date of first permanent appointment. No seniority shall be allowed for the time spent as a temporary employee or a provisional employee, except as noted elsewhere in this Article. All employees shall be included under this Article.

**SECTION 2:** Any employee having a permanent appointment in the non-competitive class shall upon entering the competitive class begin seniority in the classification as of the date of appointment to the competitive class.

**SECTION 3:** Seniority from date of employment in the Library District shall be taken into consideration in the scheduling of vacations and in the allocation of overtime.

**SECTION 4:** Part-time employees shall have their own seniority list. This list shall be taken into consideration, if they qualify, in applying for any full-time or part-time position before the Library District hires from outside the system. The part-time seniority list is subordinate to the full-time seniority list.

#### ARTICLE XXV: GRIEVANCE AND DISCIPLINARY PROCEDURE

**SECTION 1:** A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.

Both parties to this Agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

**Step 1:** Alleged grievances must be submitted in writing to the appropriate department head within fifteen (15) working days after the employee knew or should have known of the acts or conditions on which the grievance is based. The department head shall have five (5) working days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

<u>Step 2:</u> In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) working days within which to submit the grievance in writing to the Library Director. The Library Director shall have ten (10) working days after receipt within which to return a written reply.

**Step 3:** In the event no answer is received or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) working days within which to submit the grievance in writing to the Board of Trustees of the Library District. The Board of Trustees shall then have ten (10) working days after receipt within to return a written reply.

<u>Step 4:</u> In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at step 3, the grievant shall then have ten (10) working days within which to submit the grievance to binding arbitration. The parties agree that either the Public Employment Relations Board or the American Arbitration Association shall be the administrative agency responsible for assisting the parties in the arbitration process.

The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitration shall be borne equally by the parties.

Timely compliance with Steps 1, 2, and 3 of the grievance procedure is a condition of arbitration and the

failure by the party to timely comply shall be grounds for the stay of arbitration.

**SECTION 2:** Any Library District employee covered by the contract shall be notified of the intention of the Library District to undertake disciplinary action (including discharge) against them personally or by registered mail to their official address as maintained by the Administrative office. The CSEA Unit President or designee shall receive a copy of the Notice of Charges. Employees shall have ten (10) working days to respond to said charges by:

- **A.** Executing a statement of election to proceed pursuant to Section 75 of the Civil Service Law and then submitting an answer to said charges pursuant to that Section, or
- B. Executing a statement of election to proceed through the grievance procedure, or
- **C.** Executing a waiver and accepting the indicated disciplinary action.

A failure to respond within the time period set forth shall constitute an election of Alternative C above and a waiver of all rights to defend the disciplinary action.

#### ARTICLE XXVI: LABOR/MANAGEMENT COMMITTEE

**SECTION 1:** The Library District and the CSEA Unit shall establish a Labor/Management Committee consisting of three (3) members from each party to maintain a harmonious and cooperative relationship and to increase the efficiency, welfare, and productivity of the Library District. Periodic meetings of the Committee shall be established within which each party may discuss complaints, safety issues, or policies of the Library District. The committee shall meet preferably every other month, at a time and date mutually determined by the members of the Committee. Both parties agree to submit a written agenda one week in advance of the scheduled meeting. Any meeting may be mutually canceled or postponed by written notice.

#### ARTICLE XXVII: SAVING CLAUSE

**SECTION 1:** If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State, or Local Law, or adherence to or enforcement of any article or part thereof should be restrained by a Court of Law, the remaining articles of the Agreement or any addition thereto shall not be affected.

#### ARTICLE XXVIII: PRINTING OF AGREEMENT

**SECTION 1:** Each employee shall be provided with a copy of this entire contract, with cost for said printing to be shared equally by the Library District and the Union and shall be made available digitally on the Library District's Staff Web Page.

#### ARTICLE XXIX: DURATION

SECTION 1 – The effective dates of this contract will be from January 1, 2025 through December 31, 2027.

#### ARTICLE XXX: LEGISLATIVE CLAUSE

**SECTION 1** — It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds

therefore, shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE XXXI: MAINTENANCE OF STANDARDS

**SECTION 1** - Terms and conditions of employment in effect prior to the establishment of the Poughkeepsie Public Library District and not changed, modified, or altered by this Agreement shall remain in effect.

Effective as herein specifically set forth in this Agreement between the parties, each and every term, clause, and provision thereof shall remain in full force and effect.

All terms and conditions of this contract shall remain in full force and effect until a new contract is signed.

#### ARTICLE XXXII: RESIGNATION CLAUSE

**SECTION 1** - All Library District employees must submit a written resignation two (2) weeks prior to their final day of work, excluding use of accumulated leave time.

### APPENDIX A: Salary Table (2025 – 2027)

FULL-TIME/PRORATED HOURLY APPOINTMENTS						PART-TIME APPOINTMENTS			
Civil Service Title	2025	2026	2027	Step - 2025	Step - 2026	Step - 2027	2025	2026	2027
Page	\$40,628	\$42,050	\$43,458	\$868	\$894	\$921	\$22.32	\$23.10	\$23.88
Custodial Worker	\$48,478	\$50,175	\$51,855	\$1,047	\$1,078	\$1,111	\$26.64	\$27.57	\$28.49
Security Guard	\$48,478	\$50,175	\$51,856	\$1,047	\$1,078	\$1,111	\$26.64	\$27.57	\$28.49
Senior Custodial Worker	\$59,107	\$61,176	\$63,226	\$1,350	\$1,391	\$1,432	\$32.48	\$33.61	\$34.74
Custodian	\$53,690	\$55,569	\$57,431	\$1,165	\$1,200	\$1,236	\$29.50	\$30.53	\$31.56
Head Custodian	\$59,107	\$61,176	\$63,225	\$1,350	\$1,391	\$1,432	\$32.48	\$33.61	\$34.74
Receptionist	\$42,137	\$43,611	\$45,072	\$903	\$930	\$958	\$23.15	\$23.96	\$24.77
Senior Typist	\$45,721	\$47,322	\$48,907	\$984	\$1,014	\$1,044	\$25.12	\$26.00	\$26.87
Library Clerk/Clerk	\$42,137	\$43,611	\$45,072	\$903	\$930	\$958	\$23.15	\$23.96	\$24.77
Library Clerk (Spanish Speaking)	\$45,721	\$47,322	\$48,907	\$984	\$1,014	\$1,044	\$25.12	\$26.00	\$26.87
Senior Library Clerk	\$45,721	\$47,322	\$48,907	\$984	\$1,014	\$1,044	\$25.12	\$26.00	\$26.87
Senior Library Clerk (Spanish Speaking)	\$49,623	\$51,360	\$53,081	\$984	\$1,014	\$1,044	\$27.27	\$28.22	\$29.17
Principal Library Clerk	\$52,666	\$54,509	\$56,335	\$1,142	\$1,176	\$1,212	\$28.94	\$29.95	\$30.95
Supervising Library Clerk	\$59,448	\$61,529	\$63,590	\$1,296	\$1,335	\$1,375	\$32.66	\$33.81	\$34.94
Public Information Officer	\$57,670	\$59,688	\$61,687	\$1,250	\$1,288	\$1,326	\$31.69	\$32.80	\$33.89
Account Clerk	\$48,050	\$49,732	\$51,398	\$1,037	\$1,068	\$1,100	\$26.40	\$27.33	\$28.24
Senior Account Clerk	\$52,169	\$53,995	\$55,804	\$1,185	\$1,221	\$1,257	\$28.66	\$29.67	\$30.66
Principal Account Clerk	\$63,153	\$65,363	\$67,553	\$1,380	\$1,421	\$1,464	\$34.70	\$35.91	\$37.12
Technology Instructor	\$54,000	\$55,890	\$57,762	\$1,210	\$1,246	\$1,284	\$29.67	\$30.71	\$31.74
Library Assistant	\$53,882	\$55,767	\$57,636	\$1,169	\$1,204	\$1,240	\$29.61	\$30.64	\$31.67
Library Assistant (Spanish Speaking)	\$58,518	\$60,566	\$62,595	\$1,169	\$1,204	\$1,240	\$32.15	\$33.28	\$34.39
Network Analyst	\$75,279	\$77,914	\$80,524	\$1,655	\$1,705	\$1,756	\$41.36	\$42.81	\$44.24
Micro Sup Specialist	\$62,916	\$65,118	\$67,300	\$1,374	\$1,415	\$1,458	\$34.57	\$35.78	\$36.98
Librarian Trainee	\$59,036	\$61,102	\$63,149	\$1,286	\$1,325	\$1,364	\$32.44	\$33.57	\$34.70
Development Officer	\$78,938	\$81,700	\$84,437	\$1,738	\$1,790	\$1,844	\$43.37	\$44.89	\$46.39
Historian	\$64,299	\$66,550	\$68,779	\$1,406	\$1,448	\$1,492	\$35.33	\$36.57	\$37.79
Librarian I	\$64,299	\$66,550	\$68,779	\$1,406	\$1,448	\$1,492	\$35.33	\$36.57	\$37.79
Librarian II	\$67,837	\$70,211	\$72,563	\$1,486	\$1,531	\$1,576	\$37.27	\$38.58	\$39.87
Librarian III	\$72,114	\$74,638	\$77,138	\$1,583	\$1,630	\$1,679	\$39.62	\$41.01	\$42.38
Building Administrator	\$69,822	\$72,266	\$74,687	\$1,531	\$1,577	\$1,624	\$38.36	\$39.71	\$41.04

Hourly rates for all titles are computed as [Annual Salary] / 260 / 7.

#### APPENDIX B: Leave Allowances for Legacy Hourly and Part-Time Employees

Leave allowances for staff hired prior to October 22, 2022 who are working less than the standard work week. Refer to Article X for definition of standard workday and standard workweek.

- **A.** 4/5 time is defined as twenty-eight (28) hours per.
- **B.** 3/5 time is defined as twenty-one (21) hours per.
- **C.** Staff working 4/5 and 3/5 time are defined as full-time employees for all purposes except the accrual of leave time.
- **D.** For convenience, the leave time per year of staff working seventeen and a half (17 ½) hours or less per week has been calculated in hours.
- **E.** Also, for convenience, only the leave time for positions established when this contract was ratified has been calculated. If the regularly scheduled hours of a position are permanently changed, or a new position with different hours is established, the leave allowances for that position shall be determined by calculating the percentage relationship that the hours of the new or changed position have to the hours of a full-time position in the same classification, and applying that percentage to the full-time allowance in each category of leave time.

### Signature Page

The parties sign and seal the document above.

Poughkeepsie Public Library District

Civil Service Employees Association, Inc.

President, Board of Trustees

AFL-CIO Local 814, Unit 6675 President

CSEA Labor Relations Specialist

This agreement was ratified on June 18, 2024 by Unit 6675 and on June 26, 2024 by the Board of Trustees with an implementation date of January 1, 2025.

#### ADDENDUM

to
Agreement
by and between the
Poughkeepsie Public Library District
and
CSEA, Local 1000 AFSCME
AFL-CIO
Poughkeepsie Public Library District
Dutchess County Local 814
January 1, 2025 – December 31, 2027

The parties signing below agree to the following additions to the Agreement:

- Article X, Section 10 (new): Borrower Services employees scheduled to work when the library opens on Saturdays shall be scheduled to arrive fifteen (15) minutes prior to the time the Library opens to the public. This fifteen minute shall be in addition to the employee's regularly scheduled shift, and the employee will be compensated in straight time for the additional fifteen minutes.
- 2. Article XIV, Section 10 (modified): The sick bank is established for use by participating employees. Participation is voluntary. The purpose of the sick bank is for use of participating employees who have a serious illness or injury which requires them to be out of work for an extended period of time and have exhausted their own available sick and personal time.
  - A. Eligibility. Employees must have a minimum of ten (10) sick day accruals to be eligible for participation in the sick bank. Participation is offered during the annual renewal period in December. Employees may enroll only after twelve (12) months of continuous service.
  - **B.** Contributions to the sick bank. Contributions to the sick bank are made as follows:
    - **a.** Sick bank accumulates from year to year (year is defined as a calendar year).
    - b. Employees may donate two (2) days of earned sick time to the sick bank so long as they meet the eligibility requirement. No further donations are required unless the sick bank falls below the reserve of twenty (20) days.
    - c. Should the sick bank reach its reserve prior to the annual renewal period, the Sick Bank Committee will solicit all eligible bargaining Unit members who participate for an additional two (2) days. Employees enrolling in the sick bank for the first time, however, would still be required to donate two (2) days to be eligible to participate and will still be required to meet the minimum eligibility requirement.
  - C. Use of the Sick Bank. The Sick Bank Committee shall be composed of three (3) four (4) members: the Unit President or designee, another Unit

member to be chosen by the Unit President, the Human Resources Officer, and the Library Director. Decisions require the unanimous majority consent of the Committee. Prior to using the sick bank, the employees must first use all sick and personal time. Employees wishing to use the sick bank must apply, in writing, for use of time to the Sick Bank Committee on a form established by the Committee. Such application must include medical documentation. The Committee shall have the authority to approve up to a maximum of twenty (20) consecutive working days leave per application. Should an employee require more than the twenty (20) day maximum, the employee must submit, in writing, an additional request for more time. However,

- a. If an employee submits a request for additional sick bank time, they must first use any available vacation leave time (sick, vacation, personal, floating holiday, holiday exception) they have accrued prior to the request.
- **b.** An employee may request only one (1) extension additional use of sick bank time of 20 days or less for any specific illness, and
- c. An employee may only use the sick bank once, with a possible extension, for a maximum of forty (40) days annually (annually shall be defined as the twelve (12) month period from the initial first day of use of the sick bank award).

The Committee shall have full authority to approve or disapprove a request for sick bank leave. The Committee will have the authority to require medical documentation for any sick leave requests. The decision of the Committee shall be final and the Sick leave Bank provision of the contract shall not be subject to the grievance procedure.

D. Renewal After Use. After an employee utilizes the Sick Bank, they shall no longer be a member of the Sick Bank unless they donate an additional two (2) days to the Sick Bank during the annual renewal period. The Unit member does not need to have ten (10) sick days accrued in order to re-join the Sick Bank.

FOR POUGHKEEPSIE PUBLIC LIBRARY DISTRICT  Library Director	A   8   2 C Date
FOR CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.	1/0/0 - 5
Unit President	4/8/2025 Date
By email Labor Relations Specialist	4 8 2025 Date

#### ADDENDUM

to

Agreement by and between the Poughkeepsie Public Library District

and

CSEA, Local 1000 AFSCME, AFL-CIO, Poughkeepsie Public Library District, Dutchess County Local 814 January 1, 2025 - December 31, 2027

The parties signing below agree to the following additions to the Agreement:

#### ARTICLE XI: OVERTIME

SECTION 1: Overtime shall be interpreted as any time in excess of the standard work-day as defined in Section 1 and 2 of Article X. For support staff, overtime shall apply for management -approved attendance at conferences and continuing education programs, excluding travel time. Overtime shall not apply for librarian and managerial staff attending management-approved conferences or continuing education programs.

SECTION 2: At the written request of the Library Director and/or the Assistant Director, employees may be required to work in excess of their standard work day.

- A. Employees classified as other than Librarian I, II, or III who work more than thirty-five (35), but less than forty (40) hours, in a week shall be compensated at straight time rate. Full-time employees identified in this subsection who work more than forty (40) hours in week shall be compensated at time and a half (1½) rate. Part-time employees identified in this subsection who work over forty (40) hours in a week shall be paid at the time and a half (11/2) rate.
- B. Employees classified as Librarians I, II, or III are considered exempt employees and are not eligible for overtime pursuant to this Article. Notwithstanding, if a Librarian provides community outreach services outside of their regularly-scheduled 35-hour work week Library District's regular business hours (and does not flex their regular schedule to do so), the Librarian shall be eligible for payment for such additional hours. In such an event, they shall receive straight time for any additional hours worked up to forty (40) hours in a week, and time and one half (11/2) for any hours worked in excess of forty (40) hours in a week. Librarians shall be paid time and one half (11/2) for any hours worked on Sundays.

**SECTION 3:** Authorized leave days and/or holidays constitute time worked in calculating overtime.

SECTION 4: In the event an employee is called back to work after the completion of his or her assigned shift, payment shall be at time and one-half (1½) with a two (2) hour minimum guarantee.

SECTION 5: In the event a Unit member works on an official holiday, the Unit member shall be paid time and one-half (1½) for each hour actually worked.

FOR POUGHKEEPSIE PUBLIC LIBRARY DISTRICT

Library Director

Date

FOR CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Library Director UNAT President