

**AGREEMENT**

**BETWEEN**

**THE BUFFALO AND ERIE COUNTY PUBLIC LIBRARY**

**AND**

**THE LIBRARIANS ASSOCIATION OF**

**THE BUFFALO AND ERIE COUNTY PUBLIC LIBRARY**

**For the Years 2014, 2015, 2016 and 2017**

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## ARTICLE 1 - PARTIES AND RECOGNITION

Section 1.1 THIS AGREEMENT made and entered into by and between the BUFFALO & ERIE COUNTY PUBLIC LIBRARY (B&ECPL), acting for itself and as agent for the following Contract libraries:

- Amherst Public Library
- Aurora Town Public Library
- Boston Free Library
- Cheektowaga Public Library
- City of Tonawanda Public Library
- Clarence Public Library
- Collins Public Library
- Concord Public Library
- Elma Public Library
- Grand Island Memorial Library
- Hamburg Public Library
- Lackawanna Public Library
- Lancaster Public Library
- Newstead Public Library
- Orchard Park Public Library
- Town of Tonawanda Library
- West Seneca Public Library

AND THE LIBRARIANS ASSOCIATION OF THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY.

Section 1.2

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

Section 1.3

The Library, acting pursuant to the Public Employees' Fair Employment Act, recognizes the Association as the exclusive representative of the employees in the following employer-employee negotiating unit:

All full-time and part-time Librarian Trainees and all professional Librarians holding full time, regular-part time or part-time positions as Librarian I, Librarian II, Librarian III, Librarian IV, Librarian V, Library Director I, Library Director II, Library Director III or Library Director IV in the Buffalo and Erie County Public Library System.

## ARTICLE 2 - DEFINITIONS

Section 2.1 Unless specifically indicated otherwise herein, the following definitions apply in interpreting this Agreement:

- (a) "Association" means The Librarians Association of the B&ECPL.
- (b) "Board" means the Board of Trustees of the B&ECPL.
- (c) "Branch" means a library operated by the B&ECPL in Buffalo, New York, other than at Lafayette Square.
- (d) "Central Library" means the Library operated by the B&ECPL at Lafayette Square in Buffalo, New York.
- (e) "Contract Board" means the Board of Trustees of a Contract Library.
- (f) "Contract Library" means a library located in Erie County outside the City of Buffalo and identified as such in Article 1 of this Agreement.
- (g) "County" means the County of Erie in the State of New York, said County being the principal funding agent for the B&ECPL.
- (h) "Librarian" means a professional librarian holding either a full-time, regular part-time or part-time position, as a Librarian I, Librarian II, Librarian III, Librarian IV, Librarian V, Library Director I, Library Director II, Library Director III or Library Director IV at the Central Library, a Branch, or a Contract Library.
- (i) Effective January 1, 2005, "Librarian Trainee" means an employee who possesses a four (4) year college degree and is enrolled in a library school accredited by the American Library Association or registered by the New York State Education Department. A Librarian Trainee hired after January 1, 2005 can be employed as a Librarian Trainee by the Central Library, a Branch or Contract library for no more than three (3) years. A reasonable effort shall be made to schedule a Librarian during the Librarian Trainee's scheduled work time in the unit or department to which he is assigned. However, in an emergency or during the Librarian's lunch/break period, a Librarian Trainee may work in a department or unit for a short period of time. Examples of an emergency include: employee illness, absence caused by bad weather, etc.  
  
A Librarian Trainee may work on a Mobile Library in lieu of a Librarian's presence without violating the above provision. A Librarian will be accessible by telephone/e-mail should the need for professional guidance arise.
- (j) "Library" means the B&ECPL and all of the Contract Libraries listed in Article 1 of this Agreement.

(k) "Library Director" means the person appointed to such position as the chief executive officer of the Library, or, in his absence or if the position is vacant, the person acting in that capacity.

(l) "Regular Part-time Librarian" means a librarian regularly working twenty (20) hours or more but less than forty (40) hours per week.

(m) "Party" means the Library or the Association.

(n) "Part-time Librarian" means a librarian regularly working fewer than twenty (20) hours per week.

(o) All use herein of a male pronoun is for brevity purposes only and shall be deemed to be equally applicable both to male and female librarians.

### **ARTICLE 3 - COMPENSATION AND BENEFITS**

#### Section 3.1 Compensation

##### 3.1.1 Salary:

(a) All full-time, regular part-time and part-time Librarians and full-time and part-time Trainees will be paid in accordance with the salary schedules set forth in Appendix A. Salary schedules for each year of the negotiated contract become effective the first day of the pay period during which January 1 falls except for 2014 which becomes effective the first day of the pay period during which July 1 falls.

The amounts shown on the salary schedule (Appendix A) are the annual salary, the biweekly salary and the hourly rate, respectively.

A Library Director I, Library Director II, Library Director III and Library Director IV receive the same salaries as a Librarian II, Librarian III, Librarian IV and Librarian V respectively, as follows:

Schedule: Job Group 7 = Librarian Trainee

Job Group 9 = Librarian I

Job Group 10 = Librarian II, Library Director I

Job Group 11 = Librarian III, Library Director II

Job Group 12 = Librarian IV, Library Director III

Job Group 13 = Librarian V, Library Director IV

(b) A full-time or regular part-time Librarian who has not reached Step 5 of his job group shall be evaluated annually by the Library or Contract Library for movement to the next higher step in his job group. Elevation to the next higher step will be determined by the Library or Contract Library solely on the basis of merit and performance of duties during working hours. Any full-time or regular part-time Librarian who receives a standard or higher overall rating on his evaluation shall be granted said merit increase. The Library Director or Contract Library Director, Administrator, the Contract Library Board of Trustees or respective designee will discuss the evaluation with the full-time or regular part-time Librarian and provide him with a copy of the evaluation as part of the evaluation process.

If a full-time or regular part-time Librarian is denied a merit increase, he shall be evaluated again by the Library Director, Contract Library Director, Administrator, Contract Library Board of Trustees or respective designee within six (6) months and will be eligible for the merit increase on the next increment date (January 1 or July 1) following the initial denial.

(c) A full-time or regular part-time Librarian who is elevated to the next higher step shall receive the salary for that step commencing on January 1 or July 1, whichever occurs first, after he has completed the required period of actual service at the lower step. When a full-time or regular part-time Librarian is first appointed or promoted to a job group, his required period of service is six (6) months before he is eligible for his first elevation to a higher step. After his first elevation in a job group, the required period of service will be twelve (12) months for each subsequent elevation in that job group.

(d) Part-time Librarians and part-time Librarian Trainees should refer to Section 3.4 for increment information.

### 3.1.2 Longevity Increments:

(a) Effective January 1, 2005, an additional longevity Step "F" will be added. Full-time and regular part-time Librarians who have been on the fifth longevity step (Step "E") for three (3) years or more will be moved to the sixth step (Step "F"). Any full-time or regular part-time Librarian who has been on longevity Step "E" less than three (3) years will be moved to the longevity Step "F" after three (3) years on longevity Step "E".

(b) A full-time or regular part-time Librarian shall be eligible for the first longevity increment (Longevity A) after completing a total of seven (7) years of continuous service with the Library and a minimum of three (3) years actual service at Step 5 of the same job group.

(c) Following the receipt of the first longevity increment (Longevity A) a full-time or regular part-time Librarian shall receive an additional longevity increment, up to a total of six (6) (Longevity F), including the first longevity increment set forth in paragraph (b) (above) for each additional three (3) years of actual service in the same job group.

(d) In computing longevity increment eligibility, when appointments are made on January 1, or July 1 and the day falls on a holiday or non-scheduled work day, the increment period will include these days.

(e) Because of the payroll procedures that enable the Library to have a regular pay day throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

(f) When a full-time or regular part-time Librarian, is demoted or bumped because of budget limitations to a lower job group, in determining his eligibility for longevity increases at the lower job group level, he will be credited with (a) any years he completed at Step 5 or Longevity Step A, Longevity Step B, Longevity Step C, Longevity Step D, Longevity Step E or Longevity Step F of his higher job group or (b) the years he would have been credited with at Step 5 or Longevity Step A, Longevity Step B, Longevity Step C, Longevity Step D, Longevity Step E or Longevity Step F of the lower level if he had stayed at the lower level, whichever is greater. When he returns to a higher level, he will similarly be credited with the years completed at said steps at the lower level during the interval of demotion.

### 3.1.3 Promotions:

(a) If a full-time or regular part-time Librarian is promoted, he shall be promoted to the same step in the new salary grade.

(b) Part-time Librarians are not eligible for promotion. Part-time Librarians are eligible for appointment to a Librarian I position in accordance with New York State Civil Service Law. If a part-time Librarian is appointed to a Librarian I position, he shall be so appointed at the same step in the new salary grade.

(c) Librarian Trainees are not eligible for promotion. If a Librarian Trainee is appointed to a Librarian I position, in accordance with New York State Civil Service Law, he shall be so appointed in the new salary grade, Step 0.

### 3.1.4 Temporary Assignment:

Any Librarian who is temporarily assigned to the responsibilities of an encumbered position in a job group higher than his own job group shall receive the salary of said higher job group at the same step as if there were a permanent promotion, commencing

thirty-one (31) days after he starts working in the higher job group position. If an unencumbered position is involved (i.e. no one has been appointed to the position and it is vacant), the thirty-one (31) day waiting period is waived and receipt of the higher salary commences immediately upon assignment.

3.1.5 Stipends:

The following annual stipends shall be provided to full-time Librarians currently eligible and to other full-time Librarians when they become eligible, in the amounts and in the circumstances described below:

(a) Effective January 1, 2005 the stipend will increase from \$125.00 to \$200.00 to any full-time Librarian who currently possesses or, during the life of this Agreement, earns a second, advanced/Masters or Doctorate degree which is directly related to any assignment with the Library; and

(b) Effective January 1, 2005 the stipend will increase from \$125.00 to \$200.00 to any full-time Librarian who currently is or, during the life of this Agreement, becomes proficient in a second language (foreign or sign) and who uses this skill on the job.

3.1.6 Transportation Expenses:

Whenever the use of a full-time or regular part-time Librarian's personally owned automobile for Library business is authorized by the Library Director or Contract Library Director or designee, the full-time or regular part-time Librarian shall receive reimbursement. The mileage reimbursement rate will be that which is established by the IRS. Effective January 1, 2005, the minimum allowance for mileage shall increase from three dollars (\$3.00) a day to four dollars (\$4.00) a day. Toll charges will be reimbursed if supported by appropriate receipts.

3.1.7 Hourly Pay Rate:

A full-time Librarian's hourly pay rate will be computed by dividing his annual salary by 2,080.

3.1.8 Call-In Pay Rate:

Whenever a full-time or regular part-time Librarian is requested to report for work outside his regularly scheduled working hours, he will receive a minimum of three (3) hours' straight-time pay.

3.1.9 Pay Period:

(a) Subject to the right of Contract Library Boards to establish other pay periods, salaries and other payments to Librarians shall be paid every two (2)

weeks. In the event a scheduled payday falls on a holiday, the immediately preceding weekday shall become the payday.

(b) Full-time Librarians will be paid on the basis of a ten (10) day pay period. A full-time Librarian absent from work without some form of official paid leave, will be docked one-tenth (1/10) of his normal two (2) week's salary for each day absent.

### 3.1.10 Overtime:

Overtime work shall be distributed equally to full-time Librarians working within a department or unit subdivision. The distribution of overtime shall be equalized over each three (3) month period beginning on the first day of the calendar month following August 15, 2014.

On such occasion, the opportunity to work overtime shall be offered to the eligible full-time Librarian who has the least number of overtime hours to his credit during the then current three (3) month period. If this full-time Librarian does not accept the assignment, the full-time Librarian with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required full-time Librarians have been selected for the overtime work or until such list is exhausted, whichever is sooner. It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such list, overtime shall become mandatory and shall be assigned beginning at the start of such overtime list (full-time Librarian with the least number of overtime hours within the department or unit subdivision to his credit) until the overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal shall be grounds for disciplinary action.

Except for Sunday hours covered by Section 4.4, all full-time Librarians shall receive compensatory time on the basis of 1-1/2 hours for each one (1) hour worked in excess of eight (8) hours in any work day or in excess of eighty (80) hours in any pay period. All sick leave and personal leave is to be excluded from computation of eighty (80) hours per pay period necessary to earn the overtime premium.

Each full-time Librarian covered by the Agreement is guaranteed the right to accumulate compensatory time up to a maximum of eighty (80) hours.

Any full-time Librarian required to work four (4) hours of overtime following his regular full day shall be granted, if requested, one-half hour off for the purpose of eating. A similar one-half hour shall be granted proceeding each subsequent four (4) hour period of overtime to be worked. Such one-half hour shall be deemed as time worked for overtime purposes.

Each full-time Librarian covered under this collective bargaining Agreement may request in writing cash payment in lieu of compensatory time off for overtime worked in

accordance with the limitation provided in this Section. The written request must be filed with the Human Resources Department within ninety (90) days of the execution of this Agreement or by the third Monday in January of the year the employee elects to take cash payment in lieu of compensatory time for overtime. The election of cash payment shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year. Any full-time Librarian, who revokes his request for cash payment, shall receive compensatory time for overtime hours worked as provided in this Section 3.1.10. New full-time Librarians shall receive compensatory time for overtime until the third Monday of January of the year following their date of hire, at which time they shall be eligible to select cash payment as described above.

### Supplemental Employment

Full-time or regular part-time Librarians working supplemental hours on a voluntary basis in a Library other than their primary Library will be compensated at Job Group 9 Step 1. Supplemental hours are hours worked in excess of a forty (40) hour work week in a Library governed by another Board of Trustees' jurisdiction.

## Section 3.2 Benefits

### 3.2.1 Health and Dental Insurance:

#### **3.2.1.1 Active Employee Health Benefits:**

- (a) The Library shall provide health insurance for each full-time and regular part-time Librarian and full-time Librarian Trainee covered under this Agreement.
- (b) Full-time and regular part-time Librarians and full-time Librarian Trainees shall have a single health care provider and a choice among three (3) insurance products: the Enhanced Plan, the Core Plan or the Value Plan. A Summary of Benefits for each plan is attached hereto as Appendices B-1 through B-3.

All full-time and regular part-time Librarians and full-time Librarian Trainees will be eligible for a family or single plan, at their option, subject to the written verification requirements contained in the collective bargaining Agreement. All full-time and regular part-time Librarians shall contribute to the health insurance premium of their choice as follows:

- (i) Effective the first of the month following August 15, 2014, all full-time and regular part-time Librarians and full-time Librarian Trainees electing health insurance coverage under the provisions of this Agreement will contribute, through payroll deduction, five percent (5%) of the applicable monthly cost depending upon the type of coverage (single or family) and plan (Core or Value) selected. Any employee selecting the

Enhanced Plan will also pay the difference in cost between the Core Plan and the Enhanced Plan.

(ii) Effective January 1, 2015, all full-time and regular part-time Librarians and full-time Librarian Trainees electing health insurance coverage under the provisions of this Agreement will contribute, through payroll deduction, seven and one-half percent (7.5%) of the applicable monthly cost depending upon the type of coverage (single or family) and plan (Core or Value) selected. Any employee selecting the Enhanced Plan will also pay the difference in cost between the Core Plan and the Enhanced Plan.

(iii) Effective January 1, 2016, all full-time and regular part-time Librarians and full-time Librarian Trainees electing health insurance coverage under the provisions of this Agreement will contribute, through payroll deduction, ten percent (10%) of the applicable monthly cost depending upon the type of coverage (single or family) and plan (Core or Value) selected. Any employee selecting the Enhanced Plan will also pay the difference in cost between the Core Plan and the Enhanced Plan.

(iv) Effective January 1, 2017, all full-time and regular part-time Librarians and full-time Librarian Trainees employed on December 31, 2016 electing health insurance coverage under the provisions of this Agreement will contribute, through payroll deduction, twelve and one-half percent (12.5%) of the applicable monthly cost depending upon the type of coverage (single or family) and plan (Core or Value) selected. Any employee selecting the Enhanced Plan will also pay the difference in cost between the Core Plan and the Enhanced Plan.

(v) Effective January 1, 2017, all newly hired full-time and regular part-time Librarians and full-time Librarian Trainees electing health insurance coverage under the provisions of this Agreement will contribute, through payroll deduction, fifteen percent (15%) of the applicable monthly cost of the Value Plan. Any employee selecting the Core or Enhanced Plans will also pay the difference in cost between the Value Plan and the cost of the Core or Enhanced Plan, as selected.

(c) Part-time Librarians will be eligible for single LMHF Bronze Plan coverage only, at their option, at their own cost. A Summary of Benefits for the LMHF Bronze Plan is attached hereto as Appendix B-4.

(d) Open Enrollment: Full-time and regular part-time Librarians and full-time Librarian Trainees may select from among the insurance plans annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.

(e) In the event a full-time or regular part-time Librarian or full-time Librarian Trainee is disabled from work by accident or illness, the Library agrees to continue his insurance coverage for the length of his accumulated sick leave, plus one hundred and twenty (120) days thereafter.

(f) A full-time or regular part-time Librarian, serving on a temporary or provisional basis will be entitled to health and dental insurance as set forth in this Section (Section 3.2.1.1) and personal and sick leave credits, providing that there is a factually documented evidence that such Librarian has completed all the educational requirements for the position and is eligible for certification and has submitted his application for certification.

(g) Any full-time or regular part-time Librarian or full-time Librarian Trainee who desires to avail himself of psychiatric services shall do so without any record thereof appearing in his personnel records or any other records kept by the County or the Library, unless such records are supplied by the Librarian as required by Section 3.2.5(e) hereof and as required under applicable B&ECPL Personnel Policies and Procedures.

(h) Insurance Waiver Program: Full-time and regular part-time Librarians and full-time Librarian Trainees eligible for medical and dental insurance benefits pursuant to the terms of this Agreement may waive coverage and receive a cash payment in lieu of the benefits.

(i) No Risk Feature – Full-time and regular part-time Librarians and full-time Librarian Trainees do not have to wait for the annual enrollment period to reenter in the Library's paid coverage. With written notification, full-time and regular part-time Librarians and full-time Librarian Trainees can be readmitted in the following month.

(ii) Payments – Full-time and regular part-time Librarians and full-time Librarian Trainees waiving family coverage will receive \$100 per month (\$50.00 over 24 pay periods). Full-time and regular part-time Librarians and full-time Librarian Trainees waiving single coverage will receive \$67 per month (\$33.50 over 24 pay periods).

(iii) Continued Dental Insurance – Full-time and regular part-time Librarians and full-time Librarian Trainees may continue dental insurance by paying the monthly premium. This will be deducted from the full-time or regular part-time Librarian's or full-time Librarian Trainee's bi-weekly pay.

The Library and the Association have agreed upon a waiver form (Appendix C) which includes a clear acceptance of the responsibility of such waiver by the full-time or regular part-time Librarian or full-time Librarian Trainee and a release of liability for both the Library and the Association from any claims arising from such waiver.

(i) **Dental Coverage:** The Library will provide dental coverage including orthodontic and prosthetics coverage, for each full-time and regular part-time Librarian and full-time Librarian Trainee covered under this Agreement in accordance with the type of coverage (single or family) desired by the Librarian. The current annual amount of such coverage is \$1200 in benefits, per person, per calendar year for covered dental services. This annual amount may be increased but will not be decreased without the agreement of the Association. The Library shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this Section shall be paid by the full-time or regular part-time Librarian or full-time Librarian Trainee through a bi-weekly payroll deduction.

### **3.2.1.2 Retiree Health Benefits:**

(a) Full-time and regular part-time Librarians who retire from the Library with ten (10) years of Library service shall be eligible for the following:

(i) Full-time and regular part-time Librarians who have a minimum of 800 hours of accumulated sick leave as of the date of retirement shall receive \$2,000 cash, or insurance coverage applied toward the retired Librarian's share of health insurance until the \$2,000 is exhausted.

(ii) Full-time and regular part-time Librarians who have a minimum of 1,200 hours of accumulated sick leave as of the date of retirement shall receive \$3,000 cash, or insurance coverage applied toward the retired Librarian's share of health insurance until the \$3,000 is exhausted.

(iii) Full-time and regular part-time Librarians who have a minimum of 1,800 hours of accumulated sick leave as of the date of retirement shall receive \$5,000 cash, or insurance coverage applied toward the retired Librarian's share of health insurance until the \$5,000 is exhausted.

(b) The provisions of this Agreement providing for retiree health insurance benefits will have no impact on retirees who retire prior to August 15, 2014. Current full-time and regular part-time employees who retire on or after August 15, 2014 will be eligible for health insurance during retirement as follows:

(c) **Pre-65 Retirees:**

(i) The employer will pay 100% of the monthly premium for the single, double, or family rate for the Core Plan for current employees who retire from the Library on or before December 31, 2015 until age 65. Retirees may also choose Option "D." A Summary of Benefits for the Option "D" plan is attached hereto as Appendix D-4. Retirees who do so shall pay the difference in the cost between the Core Plan and the Option "D" premium.

(ii) The employer will pay 100% of the monthly premium for the single, double or family rate for the Value Plan for current employees who retire after December 31, 2015, but on or before December 31, 2017. Retirees may also choose Option "D." (See Appendix D-4). Retirees who do so shall pay the difference in the cost between the Value Plan and the Option "D" premium.

(iii) Current employees who retire after December 31, 2017, will be entitled to the Value Plan but will be required to pay the percentage of the premium for such plan (single, double, or family) at their active employee rate in effect at the time of retirement.

(iv) Full-time and regular part-time Librarians hired in such status after August 15, 2014, will be entitled to the Value Plan upon retirement and will be required to contribute fifty percent (50%) of the premium for such plan (single, double, or family).

(d) 65 and older Retirees: Future retirees and their eligible spouses shall be required to select the designated Medicare Wraparound product that includes prescription drug coverage and basic out-of-network benefits, at age 64. Any future retiree and his eligible spouse who is under age 65 will be provided with a single plan for the member under age 65 consistent with the applicable provisions of Section 3.2.1.2 (c). An age 65 or older retiree and his eligible spouse age 65 or older may choose from Options "A," "B" or "C" as set forth in the attached Appendices D-1 through D-3. Both members must select the same option and will be required to contribute as follows to the monthly premium for the single or double rate for Option "A," "B" or "C":

(i) Full-time and regular part-time Librarians employed in such status on August 15, 2014 who retire from the Library on or before December 31, 2017, will not be required to contribute to the cost of retiree health insurance.

(ii) Full-time and regular part-time Librarians employed in such status on August 15, 2014 who retire from the Library after December 31, 2017 will be required to contribute to the cost of retiree health insurance at their active employee percentage contribution rate in effect at the time of the employee's retirement.

(iii) Full-time and regular part-time Librarians hired in such status after August 15, 2014 who retire from the Library will be required to contribute fifty percent (50%) of the cost of the retiree health insurance.

(iv) In addition, an age 65 or older retiree who chooses Option "D" (see Appendix D-4) will pay the applicable contribution set forth above, as well as the difference in the cost between the highest premium of Option "A,"

“B” or “C,” and the Option “D” premium. Health care coverage will be offered to the retiree for his lifetime.

(e) Family or double coverage will be provided upon written documentation of family status.

(f) The insurance products offered in this Agreement shall not be changed or modified in any way without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement. The Librarians Association shall be a member of such panel.

3.2.2 Vacations and Compensatory Time:

(a) Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time Librarians after the first pay period of employment providing they are on a compensable pay status for forty (40) or more hours (five (5) or more working days) each pay period. Each full-time Librarian shall have his vacation entitlement determined based on years starting with the date of permanent appointment to a full-time bargaining unit position. Full-time Librarian vacation credits for full-time Librarians hired on or prior to August 15, 2014 will be granted by pay period in accordance with the following schedule:

<u>Years of Service Completed</u>	<u>Rate Per Pay Period (# of pay periods)</u>	<u>Vacation Days</u>
From date of permanent appointment to full-time bargaining unit position through completion of 13 <sup>th</sup> year of service	6.16 hours (26)	20 days
From the 14 <sup>th</sup> year through completion of 23 <sup>rd</sup> year of service	7.70 hours (26)	25 days
From the 24 <sup>th</sup> year through successive years of service	9.24 hours (26)	30 days

For regular part-time Librarian vacation accruals: see Section 3.3(a).

Regular part-time and part-time employees hired on or prior to August 15, 2014 who accept full-time positions without a break in service will fall under the vacation accrual schedule set forth in Subsection (a) immediately above.

(b) Effective January 1, 2015, current full-time employees hired on or prior to August 15, 2014 will be eligible to sell back up to forty (40) hours of vacation in November of each year. Such full-time employee must have at least eighty (80) hours of vacation leave in his bank to be eligible for such sell back. Payment for such sell back shall be made in pay period 26.

(c) All full-time employees hired after August 15, 2014, including those full-time Librarians deemed to have a break in service under Civil Service Law and local rules, but excluding those Librarians reinstated from a valid preferred list, shall earn vacation credits by pay period in accordance with the following schedule:

<u>Years of Service Completed</u>	<u>Rate Per Pay Period (# of pay periods)</u>	<u>Vacation Days</u>
From date of permanent appointment to full-time bargaining unit position through completion of 13 <sup>th</sup> year of service	4.62 hours (26)	15
From the 14 <sup>th</sup> year through completion of 23 <sup>rd</sup> year of service	6.16 hours (26)	20
From the 24 <sup>th</sup> year through successive years of service	7.70 hours (26)	25

(d) The vacation schedule for each full-time or regular part-time Librarian will be arranged by his Department Head, Contract Library Director, Administrator or designee. A full-time or regular part-time Librarian shall take his vacation during the twelve (12) months following the period in which it was earned. A full-time or regular part-time Librarian employed on August 15, 2014 may place up to a maximum of twenty-five (25) earned days in a vacation bank. After twenty-five (25) years of service, a full-time or regular part-time Librarian employed on August 15, 2014 may place up to a maximum of thirty (30) earned days in a vacation bank. See example below:

<u>Full-time Librarian Vacation Earning Rate</u>	<u>Bank</u>	<u>Max. Days on Anniversary Date</u>
20 days per year	+25	45
25 days per year	+25	50
30 days per year	+30	60

A full-time or regular part-time Librarian hired after August 15, 2014 and who is eligible to accrue vacation pursuant to Section 3.2.2(c), above, may place up to a maximum of

fifteen (15) earned days in a vacation bank. After thirteen (13) years of service, the full-time or regular part-time Librarian may place up to a maximum of twenty (20) earned days in a vacation bank, and after twenty-three (23) years of service may place up to a maximum of twenty-five (25) earned days in a vacation bank. See example below:

<u>Full-time Librarian Vacation Earning Rate</u>	<u>Bank</u>	<u>Max. Days on Anniversary Date</u>
15 days per year	+15	30
20 days per year	+20	40
25 days per year	+25	50

As far as practicable, all earned vacation shall be taken prior to a transfer, but if not taken then, may be taken in a new department to which the full-time or regular part-time Librarian is transferred.

(e) A leave of absence without pay or a resignation followed by reinstatement in the Library's employment within one (1) year shall not constitute an interruption of service for the purpose of this Section 3.2.2; provided, however, that leave without pay, or the period between resignation and reinstatement, shall not be counted in determining vacation credits.

(f) Vacation may be taken in increments of one hour. Compensatory time may be taken in increments of 15 minutes. It is understood that the granting of requests for leave in such increments depends on the work needs of the Library or Department in which the full-time or regular part-time Librarian works.

(g) Upon termination of a full-time or regular part-time Librarian's employment, he will be entitled to receive a cash payment equal to his accrued vacation time. In no event will such payout exceed the maximum bank days as reflected in the examples set forth in Section 3.2.2(c) above. He will be permitted to use his accrued compensatory time prior to his termination.

### 3.2.3 Holidays:

(a) Each full-time and regular part-time Librarian will receive a paid holiday on the following days:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
Patriots' Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Christmas

In the event a library is not scheduled to be open on Columbus Day or Election Day, bargaining unit members who would otherwise be regularly scheduled to work on either or both of those days will be eligible to participate in Library-sponsored, paid professional development so as not to lose regularly-scheduled hours of compensation.

(b) The date of each holiday's observance shall be determined by Erie County's official list of holiday observances in conjunction with each Library's operations calendar.

(c) Holiday compensation will be determined based on the computation of hours worked within a 10-day (80-hour) pay period as follows:

(i) A full-time Librarian who takes the holiday on the day it is observed and who works (or is otherwise compensated by the use of accrued time) nine (9) days within the pay period, receives eighty (80) hours of pay.

(ii) A full-time Librarian who works (or is otherwise compensated by the use of accrued time) ten (10) days within the pay period, but not on the day that the holiday is observed, receives eighty (80) hours of pay and eight (8) hours of compensatory time.

(iii) A full-time Librarian who works (or is otherwise compensated by the use of accrued time) ten (10) days in the pay period, including on the day observed as a holiday, receives eighty (80) hours of pay plus twelve (12) hours of compensatory time.

(d) Holiday compensation for a regular part-time Librarian shall be determined based on the following:

(i) A regular part-time Librarian, hired prior to January 1, 1998, who works on the day the holiday is observed, shall be paid for the actual number of hours worked. Additionally, he shall receive compensatory time on a prorated basis. For example:

(a) A regular part-time Librarian, hired prior to January 1, 1998 works an average of thirty-two (32) hours per week or 80% of the 40-hour work week of a full-time Librarian. He would receive compensatory time of 9.6 hours, that amount being 80% of the twelve (12) hours of compensatory time earned by the full-time Librarian who works on the day the holiday is observed.

(ii) A regular part-time Librarian, hired prior to January 1, 1998, who takes the holiday on the day the holiday is observed, receives prorated pay for the holiday based on the number of hours he is required to work per pay period compared with a full-time Librarian. For example:

(a) A regular part-time Librarian, hired prior to January 1, 1998, works an average of thirty-two (32) hours per week or 80% of the 40-hour work week of a full-time Librarian. He would be paid for 6.4 hours, that being 80% of the eight (8) hours of holiday pay received by the full-time Librarian.

(iii) A regular part-time Librarian, hired after January 1, 1998, who works on the day the holiday is observed, shall be paid for the actual number of hours worked on the holiday. Additionally, he shall receive compensatory time, that amount being 50% of the benefit provided to a full-time Librarian. For example:

(a) A regular part-time Librarian hired after January 1, 1998, works on the day the holiday is observed. He shall be paid for all actual hours worked. Additionally, he shall receive six (6) hours of compensatory time, that amount being 50% of the twelve (12) hours of compensatory time earned by the full-time Librarian who works on the day the holiday is observed.

(iv) A regular part-time Librarian, hired after January 1, 1998, who takes the holiday on the day the holiday is observed, shall receive four (4) hours of pay for the holiday, that amount being 50% of the eight (8) hours of holiday pay earned by the full-time Librarian.

#### 3.2.4 Family and Medical Leave Act:

The Library will follow all the requirements of the Family and Medical Leave Act (FMLA). Librarians who are granted FMLA leave must use any combination of paid sick leave, vacation, compensatory, personal or unpaid leave as permitted by the Act.

#### 3.2.5 Sick Leave:

(a) Sick Leave with pay will be granted to a full-time or regular part-time Librarian who is incapacitated or unable to perform the duties of his position by reason of:

(i) Sickness or injury of the full-time or regular part-time Librarian.

(ii) Pregnancy of the full-time or regular part-time Librarian.

(iii) Sickness or injury or pregnancy in the full-time or regular part-time Librarian's immediate family, requiring care and attendance of the Librarian. "Immediate family" shall include his parent, spouse, brother, sister, son, daughter, or grandparent, or an actual member of the Librarian's household. A certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the Librarian, shall be filed with the Library for absences of three (3) or more consecutive days and sick leave for these purposes shall be granted only with the approval of the Library.

(iv) Circumstances which require that medical or dental visits of a full-time or regular part-time Librarian be made during working hours.

(v) Medical and dental visits for members of the full-time or regular part-time Librarian's immediate family, who cannot provide their own transportation and which cannot be scheduled outside the Librarian's working hours.

(vi) Quarantine regulations.

(b) Credit for sick leave under this Section for full-time Librarians shall be granted at the rate of one and one-quarter working days per month for each month of service. Such leave as is not used shall accumulate to a maximum of 1800 hours. No credit for sick leave shall be granted for a month unless the full-time Librarian shall have been on full pay status at least fifty percent (50%) of the working days of said month.

For regular part-time Librarian sick leave accruals, see Section 3.3 (a).

(c) Extended Sick Leave:

(i) A full-time or regular part-time Librarian who has completed one (1) year of continuous service may receive up to six (6) months catastrophic sick leave with pay as determined by a majority of the Professional Council.

(ii) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this Section.

(iii) A full-time or regular part-time Librarian shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.

(iv) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

(v) The following requirements must be met prior to approval by the Professional Council:

(1) The illness or disability must have prevented the full-time or regular part-time Librarian from working for a minimum of forty (40) consecutive work days;

(2) The full-time or regular part-time Librarian must submit a medical report indicating a reasonable expectation that the full-time or regular part-time Librarian will be returning to work; and

(3) All paid leave must be exhausted prior to receiving catastrophic illness pay.

(d) When absence is required under this Section, the full-time or regular part-time Librarian shall report the same to his Department Head, Contract Library Director, Administrator or designee not later than one-half hour after he is scheduled to begin work. In positions requiring replacement in case of absence, the time for reporting absence shall be at the discretion of the Department Head, Contract Library Director, Administrator or designee. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Department Head, Contract Library Director, Administrator or designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(e) A certificate or affidavit, showing incapacity and inability of the full-time or regular part-time Librarian to perform his duties, issued by the attending physician, shall be filed with the Library in case of absence of more than five (5) consecutive working days. The Library may check further on any illness regardless of certificate or affidavit. If a full-time or regular part-time Librarian fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered time off without pay. If the full-time or regular part-time Librarian objects to such result, he may file a grievance, starting at Level II of the grievance procedure.

(f) Absence for less than one (1) hour cannot be charged to sick leave. At the end of any calendar year, a full-time or regular part-time Librarian can obtain from the Library upon request a record of his accumulated sick leave credits. When a full-time or regular part-time Librarian is reinstated in the Library's employment within one (1) year following his resignation, he may receive credit for sick leave that had accumulated at the time of his resignation, if approved by the Library.

(g) During the term of this Agreement, persons who are not blood relatives (or in-laws in the case of bereavement leave), but for whose illness or death a full-time or regular part-time Librarian is entitled to sick leave (Section 3.2.5) or bereavement leave (Section 3.2.7), must be members of the full-time or regular part-time Librarian's immediate household for at least one (1) year before a full-time or regular part-time Librarian is entitled to such leave. In addition, prior to the time such leave is requested, the full-time or regular part-time Librarian must have filed with the Library an affidavit, on a form supplied by the Library, establishing that such a person is a member of his immediate household. Such affidavit must be kept current. Any false claims shall be grounds for immediate disciplinary action up to and including discharge.

(h) Abuse of sick leave privilege shall be grounds for disciplinary action.

(i) Sick leave may be taken in increments of one (1) hour. It is understood that the granting of requests for leave in one (1) hour increments depends on the work needs of the Library or Department in which the full-time or regular part-time Librarian works.

(j) There will be a \$300.00 bonus for any full-time or regular part-time Librarian who reaches a maximum of 1,800 hours of accumulated sick leave. Thereafter, an additional bonus of \$200.00 will be paid in any year in which the maximum amount of sick leave is maintained and five (5) or fewer sick days are utilized. Payment of the initial bonus will be in the first pay check after the 1,800 is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.

### 3.2.6 Personal Leave:

(a) Full-time Librarians, including temporary and provisional personnel, hired on or prior to August 15, 2014 will receive five (5) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment, providing they receive their salary for at least six (6) months in the preceding anniversary year.

Full-time Librarians, including temporary and provisional personnel, hired after August 15, 2014 will receive two (2) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment, providing they receive their salary for at least six (6) months in the preceding anniversary year. Full-time Librarians, including temporary and provisional personnel, will receive three (3) days personal leave after five (5) years of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment, providing they receive their salary for at least six (6) months in the preceding anniversary year.

For regular part-time Librarian personal leave accruals: see Section 3.3 (a).

(b) Application for personal leave shall be filed by the full-time or regular part-time Librarian on the prescribed form with his Department Head, Contract Library Director or designee. If approved, the application shall be submitted to the Assistant Deputy Director of Human Resources to confirm that the full-time Librarian or regular part-time Librarian has unused personal leave days available to him. For a Contract library full-time Librarian or regular part-time Librarian, the Contract Library Director or designee shall confirm that the full-time Librarian or regular part-time Librarian has unused personal leave days available to him.

(c) A full-time or regular part-time Librarian shall be required to give three (3) days' prior notice of a personal leave day except: (i) in case of an emergency, and (ii) if his Department Head, Administrator, Contract Library Director or

designee agrees to waive the requirement. Five (5) days' notice will be required if a full-time Librarian wishes to take all four (4) days consecutively.

(d) When a resigned full-time or regular part-time Librarian is reinstated to a position in the Library's employment within one (1) year, unused personal leave credits due him at the time of his resignation may be restored to him when approved by the Library.

(e) In case of transfer, unused personal leave shall be transferred with the full-time or regular part-time Librarian and he shall receive credit in the department to which he is transferred.

(f) A maximum of four (4) unused personal leave days may be added to a full-time or regular part-time Librarian's accumulated sick leave at the end of each fiscal year, but this clause does not extend the permissible accumulation of sick leave beyond the maximums provided in Section 3.2.5(b).

(g) Personal leave may not be taken in increments of less than one (1) hour. It is understood that the granting of requests for leave in one (1) hour increments depends on the work needs of the Library or Department in which the full-time or regular part-time Librarian works.

### 3.2.7 Bereavement Leave:

A full-time or regular part-time Librarian who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchildren, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, stepparent, stepchildren, great-grandparent or any other individual who is an actual member of the full-time or regular part-time Librarian's immediate household as defined in Section 3.2.5(g), upon submission of sufficient proof to the employer, shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the full-time or regular part-time Librarian reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without the loss of pay.

### 3.2.8 Maternity Leave Without Pay:

(a) A pregnant full-time or regular part-time Librarian shall be granted a leave of absence without pay for the duration of her anticipated disability, as substantiated by her personal physician.

(b) After delivery of the baby, the full-time or regular part-time Librarian, regardless of whether she has been on sick leave or leave without pay, may return on the date recommended by her physician providing a written statement

on a form supplied by the Library is submitted to the Library certifying that she is fully employable and ready to resume her full duties.

3.2.9 Other Leaves of Absence:

(a) Jury Duty:

(i) Upon presenting proof of the necessity of jury service or attending court for non-personal matters, full-time and regular part-time Librarians shall receive a paid leave of absence. Full-time and regular part-time Librarians must indicate on the court's questionnaire that they are placed on a paid leave of absence during the jury service period.

(ii) Full-time and regular part-time Librarians will not be required to report for work prior to or subsequent to their court attendance/jury duty.

(iii) Regular part-time Librarians shall be paid on a pro-rated basis.

(iv) Pursuant to New York State Judiciary Law Sections 519 and 521, a part-time Librarian or part-time Librarian Trainee, upon presenting proof of the necessity of jury service or attending court for non-personal matters, may be eligible to receive \$40.00 per day for each of the *first three (3) days* of jury service.

(1) To be eligible for the \$40.00 payment, the part-time Librarian or part-time Librarian Trainee must have been scheduled to work on a jury service day, and due to the jury service, was unable to report for his work assignment. If the part-time Librarian or part-time Librarian Trainee was *not* scheduled to work that day, the employee is *not* eligible for the \$40.00 payment. Part-time Librarians or part-time Librarian Trainees may *not* be rescheduled to avoid this \$40.00 payment.

(2) If the part-time Librarian or part-time Librarian Trainee would have earned *less* than \$40.00 on a scheduled work day on which the part-time Librarian or part-time Librarian Trainee performed jury service, the employee is paid *only* what he would have been paid in wages. For example, if the part-time Librarian Trainee would have worked two and ½ hours (2 ½) hours at \$14.12 per hour, the part-time Librarian Trainee is paid \$35.30, *not* \$40.00.

(v) This payment applies to trial jurors and grand jurors in each Court of the New York State Unified Court System, except town and village courts. This payment does not apply to the Federal Court System.

(b) Civil Service Examinations: Permanent full-time and regular part-time Librarians shall be allowed time off with pay to take promotional and open competitive County Civil Service examinations. Provisional full and regular part-time Librarians shall be permitted time off with pay to take such examinations in connection with the position in which they are serving.

(c) Occupational Assault: If a full-time or regular part-time Librarian or Librarian Trainee is necessarily absent from work as a result of a physical injury to his person caused by assault and/or battery, which occurs during the course of his employment and if the New York State Workers' Compensation Board allows benefits for such as an occupational injury, then the Librarian shall receive full pay and benefits, without using sick leave or other types of credit, for all normal working days during the first month of such absence.

(d) Leave Without Pay:

(i) Application: Application for leave of absence without pay, for any of the reasons cited in this Section 3.2.9(d) shall be filed by the full-time or regular part-time Librarian, on prescribed form, with his Department Head, Contract Library Director or designee. Such application shall state the reasons for the requested leave and the duration thereof. Any application for such leave must be answered within two (2) weeks after it is first submitted or it will be deemed to have been granted.

(ii) Extended Illness: When a full-time or regular part-time Librarian has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period of rest and convalescence, his Department Head, Contract Library Director or designee may grant leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules.

(iii) Military Leave: Leaves of absence occasioned by service in the military shall be governed by the requirements of current Federal and New York State laws.

(iv) Veteran's Education: Any full-time or regular part-time Librarian who is a veteran qualified to receive education or training or vocational rehabilitation under the provisions of any federal or New York State law, shall be granted leave of absence without pay for the period of such education, or training or vocational rehabilitation, provided that the attendance of the veteran is required at times that will preclude employment in his Library position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran

ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such a leave of absence shall be reinstated to his position, provided he makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He may be reinstated at any time after such sixty-day period and within one (1) year after termination of such leave of absence at the discretion of his Department Head.

(v) General Education: On the approval of his Department Head, Contract Library Director, Administrator or designee permanent full-time or regular part-time Librarians may be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the full-time or regular part-time Librarian in his position.

(vi) Political Leave: Upon request, a full-time or regular part-time Librarian shall be granted a political leave in accordance with the following provisions:

(1) Upon thirty (30) calendar days' notice, a full-time or regular part-time Librarian shall be granted a maximum of four (4) weeks leave without pay for the purpose of campaigning as an announced candidate for an elective public office.

(2) A full-time or regular part-time Librarian who is elected or appointed to public office shall be entitled to a leave of absence without pay for the lesser of one (1) term of office or four (4) years. He shall not accumulate seniority during such absence.

(3) At the conclusion of any political leave, the full-time or regular part-time Librarian shall be returned to the same or to a reasonably comparable position.

(vii) Infant Child Care: A leave of absence without pay to care for an infant child will be granted to:

(1) A female full-time or regular part-time Librarian whose pregnancy disability has terminated for a period of up to six (6) months thereafter; or

(2) A full-time or regular part-time Librarian who has adopted a child of less than five (5) years of age or a hard-to-place or handicapped child as defined in Section 451 of the N.Y. Social Services Law who is under the age of eighteen (18), and which a full-time or regular part-time Librarian is principally responsible for

the care of the child, for a period of six (6) months after custody of the child is received, or

(3) A male full-time or regular part-time Librarian whose wife has given birth to a child will be granted a leave without pay for a period of up to six (6) months. The full-time or regular part-time Librarian will submit, when feasible, thirty (30) days notice of his intent to take paternity leave. In the event either full-time or regular part-time Librarians (parents) are employed by the Library, the Library is not compelled to grant a six (6) month leave.

(viii) Family Care: A full-time or regular part-time Librarian may be granted a leave of absence without pay for up to six (6) months to care for a parent, parent-in-law, child or spouse who is suffering from a serious health condition, illness or injury. It is understood that the full-time or regular part-time Librarian shall be required to provide medical information supporting the need for his presence as a care giver during normal hours of work and fully explaining the seriousness of the illness or injury. It is further understood that any such request rests in the discretion of the Library providing such discretion is not exercised in an arbitrary or capricious manner.

(ix) Other Reasons: Leave of absence without pay, for reasons other than those cited in this Section 3.2.9(d), shall be granted by a Department Head, Contract Library Director, Administrator or designee, only in unusual circumstances, which in the judgment of the Department Head, Contract Library Director, Administrator or designee justifies the granting of such leave. Requests for such leave and the recommendation of the Department Head, Contract Library Director, Administrator or designee shall be submitted to the Library, and the granting of such leave shall be subject to the approval of the Department Head, Contract Library Director, Administrator or designee.

(e) Transfers: A full-time or regular part-time Librarian who transfers between (a) the Central or a Branch Library and (b) a Contract Library to accept a promotion shall automatically be put on Leave Without Pay status in his old position for the duration of his probationary period in the new position, so that he may return to the old position if he does not receive a permanent appointment at the end of his probationary period in the new position.

### Section 3.3 Regular Part-Time Librarians

(a) A regular part-time Librarian (and not a per diem, seasonal, temporary or per session Librarian nor a substitute for a Librarian on maternity leave) shall receive all fringe benefits provided to all full-time employees covered under this Agreement, but calculated at fifty (50%) percent.

However, regular part-time Librarians hired prior to January 1, 1998 will receive all fringe benefits provided to full-time employees pro-rated on the basis of the number of hours they are required to work per pay period as compared with a full-time Librarian.

(b) Any regular part-time Librarian who works on a year-round part-time basis of less than forty (40) hours per pay period shall have a first option to work any additional part-time hours which become available in order to increase said regular part-time Librarian's hours to at least forty (40) per pay period provided that the hours which become available involve comparable work in the same unit in which the regular part-time Librarian is presently employed. In the event that more than one (1) regular part-time Librarian shall be entitled to a first option, priority will be given first to the regular part-time Librarian regularly working the greater number of hours per week and second to the regular part-time Librarian with the greater number of years employment with the Library.

(c) There shall be no rule, written or unwritten, nor practice except as mandated by New York State Civil Service Law, which limits the maximum number of hours a regular part-time Librarian may work, and no regular part-time Librarian who works twenty (20) or more hours per week through the year, shall be considered a per diem Librarian.

#### Section 3.4 Part-Time Librarians and Part-Time Librarian Trainees

(a) Part-time Librarians and part-time Librarian Trainees shall not be entitled to any benefits provided by any of the articles of this Agreement except as follows:

(i) They shall be covered by Article 6 of this Agreement upon completion of two (2) years of service.

(ii) They shall be entitled to the health insurance offering contained in 3.2.1.1(c).

(b) Part-time Librarians who were employed on July 19, 2001 will be compensated at their current step in Job Group 9. At the completion of 2,000 hours they will move to the next step. After the completion of 4,000 hours they will again move to the next step.

Part-time Librarian Trainees who were employed on July 19, 2001 will be compensated at their current step in Job Group 7. At the completion of 2,000 hours they will move to the next step. After the completion of 4,000 hours they will again move to the next step.

(c) Part-time Librarians hired after July 19, 2001 will be compensated at the entry level step for Job Group 9. At the completion of 2,000 hours they will move

to the next step. After the completion of 4,000 hours they will again move to the next step.

Part-time Librarian Trainees hired after July 19, 2001 will be compensated at the entry level step for Job Group 7. At the completion of 2,000 hours they will move to the next step. After the completion of 4,000 hours they will again move to the next step.

(d) Part-time Librarians will maintain earned Step placement upon transfer to another library.

(e) Part-time Librarians will be allowed to designate up to two (2) unpaid leave weeks in each calendar year without jeopardizing status of employment.

(f) A full-time and regular part-time Librarian who is laid off and accepts a part-time position will be given credit for hours already worked in the full-time or regular part-time position for purposes of establishing pay rate. Upon return to the full-time position, he will maintain step placement and be given credit, on a pro-rated basis, for the number of hours worked in the part-time position. In the event the full-time or regular part-time Librarian is laid off and does not accept a part-time position, he will maintain step placement upon return to the full-time position.

(g) Except as mandated by New York State Civil Service Law, a part-time Librarian shall be permitted to work at multiple locations within the Library System, but his total combined hours may not exceed nineteen (19) per week unless authorized by the B&ECPL Human Resources/Labor Relations Officer. Such authorization will not be unreasonably withheld.

### Section 3.5 Librarian Trainee Classes

A full-time Librarian Trainee will be eligible for released time to attend Library School classes if: (1) he has been employed by the Library for at least one (1) year; and (2) he has completed at least twelve (12) semester hours of graduate level library school training in courses approved by the Professional Council at a grade level satisfactory to the Library. Upon request by an eligible full-time Librarian Trainee in advance of his registration for a course or courses approved by the Professional Council, released time (which is not required to be made up) will be granted from that part of the full-time Librarian Trainee's normal work schedule which conflicts with his attendance at such courses; provided, however, that a maximum of three and one-half hours per week per course (to a maximum of two (2) courses per week) of released time will be granted to a full-time Librarian Trainee.

### Section 3.6 Retirement Benefits

All full-time and regular part-time Librarians and full-time Librarian Trainees are members of, and entitled to the benefits of the New York State Retirement System under the New Career Retirement Plan 75-i. Part-time Librarians and part-time Librarian Trainees may elect to become members of the New York State Retirement System under the New Career Retirement Plan 75-i and in so doing, shall become entitled to the same benefits.

### Section 3.7 Breaks

Each full-time Librarian shall be entitled to a fifteen-minute break during the first half of his work day and a second fifteen-minute break during the second half.

### Section 3.8 Retirement Salary Deferred Compensation Plan

The Library will make available a Retirement Salary Deferred Compensation Plan contingent upon the following conditions being met:

- (a) The provider of such a plan shall be selected by the Association and the Association shall provide any necessary certification indicating approval by the Internal Revenue Service and the State of New York for the carrier so selected by the Association.
- (b) All respective costs under such a plan are the direct obligation, through payroll deduction, of participating Librarians.
- (c) The implementation and continuation of such program is contingent upon there being no additional cost, direct or indirect to the Library, over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.
- (d) Such program is effective only if, and so long as, the percentage of employee participation required under such program is maintained.

## **ARTICLE 4 - WORKING CONDITIONS**

### Section 4.1 Work Week

- (a) All full-time Librarians shall be scheduled to work forty (40) hours each work week.
- (b) No full-time Librarian will be involuntarily scheduled to work more than five (5) consecutive days from Monday through Saturday.

(c) All full-time Librarians may take a one-hour paid lunch period each day which shall be included in the forty (40) hour work week.

(d) The Library Director, Contract Library Director or his designee, may schedule employees to work four, ten-hour days per week to meet the operational and/or the staffing needs of the Library. Employees will not be entitled to overtime or compensatory time under the terms of this contract unless said schedule results in working over forty (40) hours in the work week.

#### Section 4.2 Split Shifts

No full-time, regular part-time or part-time Librarian shall be required to work on a split-shift (i.e., one not comprised of eight (8) consecutive hours including lunch time) without his consent unless the Library receives less than twenty-four (24) hours notice of absence causing emergency scheduling problems and is unable to arrange other scheduling despite good faith efforts to do so. In that situation, the full-time or regular part-time Librarian shall have the option to work straight through from his first shift to his second shift and receive appropriate compensatory time and shall not without his consent, be required to work split shifts on consecutive working days.

#### Section 4.3 Flex Time

Should a Library Director determine it to be practical and feasible, he may at his discretion, after approval of the Library Board implement a flex-time work schedule. It is agreed and understood that such flex-time system in whole or in part may be terminated by the Library Director or the appropriate board at any time.

#### Section 4.4 Sunday Hours

(a) Should the Central Library, any Branch or any Contract Library be open on Sunday, all hours worked on that day shall be in addition to the required forty (40) hour work week.

(i) In the event a library is open on Sunday, full-time and regular part-time Librarians will be offered to work on a voluntary basis.

(ii) If there are an insufficient number of full-time or regular part-time volunteers, the library will offer the Sunday hours to part-time Librarians.

(iii) If there are an insufficient number of volunteers, the library may assign part-time Librarians, on a rotating basis, in inverse order of seniority within the library or department.

(iv) If the library is unable to fill the Sunday hours utilizing part-time Librarians, full-time and regular part-time Librarians will be scheduled on a rotating basis, in inverse order of seniority.

Nothing in this provision should restrict a full-time or regular part-time Librarian from voluntarily choosing to work Sunday as a regularly scheduled work day and including the hours worked in their forty (40) hour, or less for RPT, work week.

(b) The Librarian IV or, if a Librarian IV is not available, the Librarian III or Librarian II in charge at the Central Library will be paid time and one-half his regular pay rate for all hours worked. Librarians performing public service work at the Central Library will be paid time and one-half the pay rate of Job Group 9, Step 1 for all hours worked.

(c) Full-time Librarians who oversee operations at Contract Library or a Branch Library will be paid time and one-half the pay rate of Job Group 10, Step 2 for all hours worked. Full-time Librarians performing public service work at said libraries will be paid time and one-half the pay rates of Job Group 9, Step 1 for all hours worked.

(d) Full-time Librarians who have volunteered for Sunday work will have the preference to serve as the Librarian who oversees operations at any Contract Library or Branch Library.

(e) The Library agrees to offer Sunday work to all full-time Librarians on an equal basis, at all locations, subject to training requirements. Twice per year, a survey will be sent to all full-time Librarians canvassing them for their availability for Sunday work (both supervisory and public service work) system-wide. Any full-time Librarian interested in Sunday work has to commit to at least one (1) Sunday per month.

(f) In the event that no full-time Librarian volunteers at a Contract Library or Branch Library, a part-time Librarian may be responsible to oversee operations.

(g) When a part-time Librarian works in this capacity (overseeing operations) he will be paid straight time at the pay rate of Job Group 10 Step 2, but not at time and one-half.

(h) A part-time Librarian cannot supervise a full-time or regular part-time Librarian during Sunday hours unless the full-time or regular part-time Librarian was called in to cover an emergency or has waived his or her right to oversee operations.

(i) Reasonable efforts will be made by the Library, subject to budget and coverage constraints, to provide training, where required, to Librarians who indicate their desire to perform Sunday work at Central Library, Contract Library or Branch Library. Such training may include performing voluntary work at a particular Library. The final determination concerning the qualifications of a Librarian for Sunday outside of his particular department or Library shall be in the

sole discretion of the applicable Deputy Director, Contract Library Director or his designee.

#### Section 4.5 Emergency Closing

In the event the Library Director, Contract Library Director or designee declares the closing of a certain Library or Libraries and/or operations and/or services due to any flood, fire, uncontrolled weather conditions or other cause beyond the Library's control, effected full-time and regular part-time Librarians will not be charged any accruals or lose any pay for the time closed.

Effective January 1, 2005, part-time Librarians and part-time Librarian Trainees shall be paid for hours previously scheduled that fall within the period of the emergency closing.

#### Section 4.6 Central Library Parking

The Library agrees to keep in effect and to enforce to the extent possible, written regulations for the parking lot east of the Central Library.

#### Section 4.7 Non-Discrimination

The Library agrees it will not discriminate against any full-time, regular-part time or part-time Librarian or Librarian Trainee because of age, race, creed, color, national origin, political affiliation, marital status, sex, sexual preference or any other similar reason in promotion, compensation, or any other term, condition or privilege of employment.

#### Section 4.8 Paid Lunch Period

Should any full-time Librarian be limited to a one-half (1/2) hour lunch period or no lunch period on any day, such full-time Librarian shall receive compensatory time equal to the paid lunch time which he lost.

### **ARTICLE 5 - ASSOCIATION BENEFITS**

#### Section 5.1 Check-Off

The Board shall cause to be deducted from the wages of the full-time, regular part-time and part-time Librarians and Librarian Trainees and remitted to the Association at the Buffalo and Erie County Public Library, 1 Lafayette Square, Buffalo, New York 14203, membership dues for those full-time, regular part-time and part-time Librarians and Librarian Trainees authorizing such deductions. These deductions shall be made at times corresponding to the regular payroll periods. Any such written authorizations for dues deductions may be withdrawn at any time by a full-time, regular part-time or part-time Librarian or Librarian Trainee by mailing, by registered mail, a written notice of such withdrawal, signed by the full-time regular part-time and part-time Librarian or Librarian Trainee, to the Library Director or Contract Library Director. Such withdrawal

shall not become effective until the pay period in the month following receipt of the withdrawal and is subject to Section 5.2.

### Section 5.2 Agency Shop

(a) Effective upon the execution of this Agreement, the Board, or the Contract Board in the case of a full-time, regular part-time, or part-time Librarian or Librarian Trainee employed by a Contract Library, agrees to cause to be deducted from the salary of each who is not a member of the Association and promptly remitted to the Association an amount equivalent to the amount of dues paid by a member of the Association. These deductions shall be made at times corresponding to the regular payroll periods and in amounts equal to the amounts being deducted from the salaries of full-time, regular part-time and part-time Librarians or Librarian Trainees who are members of the Association and who have authorized the check-off manner of paying their dues.

(b) The Association agrees to establish and maintain a procedure whereby any non-member may demand and receive a refund of that part of his dues deduction equal to his pro-rata share of any Association expenditures in aid of causes or activities only incidentally related to the terms and conditions of the full-time, regular part-time or part-time Librarians or Librarian Trainees employment of the Librarians Association members.

(c) If, through inadvertence or error, the Board or Library fails or neglects to make a deduction which is properly due and owing from a full-time, regular part-time or part-time Librarian's or Librarian Trainee's pay check, such deduction shall be made from the next pay check of the full-time, regular part-time or part-time Librarian or Librarian Trainee and remitted to the Association. So long as they act in good faith and make reasonable efforts to comply with their obligations under this Section 5.2, neither the Library nor the Board shall be liable to the Association, any full-time, regular part-time or part-time Librarian or Librarian Trainee or any other party for the remittance or payment of any sum other than the amount actually deducted from full-time, regular part-time or part-time Librarian or Librarian Trainees wages and the Association agrees to hold the Board and the Library harmless for such actions.

### Section 5.3 Notice of Board Meetings

Notice of each public meeting of the B&ECPL Board of Trustees shall be given to the president of the Association at the same time and in the same manner as such notice is given to members of the Board. A copy of the approved minutes of public meetings of the B&ECPL Library Board of Trustees shall be given to the president of the Association at the same time and in the same manner as copies thereof are sent to members of the Board.

#### Section 5.4 Attendance at Board Meetings

Released time without loss of pay shall be granted to one (1) representative of the Association for the purpose of attending public meetings of the B&ECPL Board of Trustees as an observer. If the representative of the Association is other than its president, written notice of the representative's name shall be given to the Library Director generally not later than the day preceding the Board meeting which he is to attend.

#### Section 5.5 Time Off for Union Business

(a) Effective January 1, 2005, the Association President shall be granted reasonable release time during his regularly scheduled work day to handle B&ECPL/Association matters (e.g. grievance handling, contract administration and enforcement, etc.) In this regard, reasonable efforts shall be made by the Association President to conduct such business, where feasible, outside of such scheduled workday and further, such release time shall not interfere with the actual work time of any other B&ECPL employee. Any such release time shall not be unreasonably withheld and shall be fully paid, with no charge to accruals.

(b) Effective January 1, 2005, the Administration will grant release time to the Association President in conjunction with the new employee orientation program to be held quarterly. Such release time shall be for the purpose of explaining Association membership, services, programs and activities to new employees. Such release time shall be fully paid with no charge to accruals.

(c) Effective January 1, 2005, the Administration shall grant up to six (6) paid leave days per year to the Association President and up to six (6) paid leave days in total, per year, to his designees for Association-related conferences, meetings and workshops, without charge to accruals. The total number of such leave days shall not exceed twelve (12) per year. An employee requesting an Association leave day must notify his supervisor and Human Resources, in writing, no fewer than fourteen (14) calendar days prior to the leave day requested. The Administration reserves the right to deny requests for leave made under this paragraph for operational needs; however, such requests shall not be unreasonably denied.

#### Section 5.6 Employee Relations Committee

Association representatives shall be entitled to meet on a reasonable number of occasions with the Employee Relations Committee of the Board of Trustees for the purpose of discussing matters of mutual concern to the Association and the Library. Written notice of the Association's desire to meet with the Committee, which shall contain a summary of the matters which the Association proposes for discussion, shall be given to the Library Director. The meeting of the Association representatives and the

Committee shall take place as soon thereafter as arrangements therefore can reasonably be made.

#### Section 5.7 Facilities

Space in the Central Library, to be selected by mutual agreement of the Library Director and the Association President, shall be made available to the Association for use as an office. The Association may use the Central Meeting Room during hours when the Library is open and without charge. Unless previously reserved by another group, the Association may use the auditorium without charge (so long as admission is not charged) under the same rules as applicable to other groups. The Association may use the Central Library as its mailing address. Notices of Association activities may be posted on the Library's bulletin boards or, in the alternative, the Association may install its own bulletin board for that purpose at a place in the Central Library approved by the Library Director.

### **ARTICLE 6 - GRIEVANCES**

#### Section 6.1 General

##### 6.1.1 Grievance:

The following definitions apply in interpreting the provisions of this article:

- (a) "Grievance" means a claim that a party has violated, misapplied or misinterpreted a provision of this Agreement.
- (b) "Grievant" means a party or a Librarian who has a grievance.
- (c) "Consecutive working days" means a period of consecutive calendar days excluding Saturdays, Sundays and holidays.

##### 6.1.2 Forms:

A written grievance by (a) a full-time, regular part-time or part-time Librarian or Librarian Trainee, or (b) the Association on its own behalf, or (c) the Association on behalf of a full-time, regular part-time or part-time Librarian Trainee and with the concurrence of its board of directors, may be submitted on the form shown in Appendix E. Grievance forms will be provided by the Association.

##### 6.1.3 Association Assistance:

A full-time, regular part-time or part-time Librarian or Librarian Trainee shall have the right to be represented by an Association representative at any step of the grievance procedure. However, nothing herein contained shall be construed as prohibiting a full-time, regular part-time or part-time Librarian or Librarian Trainee from submitting and

appealing a grievance without the assistance of, or representation by, the Association. In such situations, the Deputy Director or designee (at Level I) or the Library Director or designee (at Level II), as the case may be, will meet and discuss the matter with Association representatives prior to making the adjustment.

#### 6.1.4 Time Limits:

The time limits set forth in this Article 6 must be strictly adhered to by full-time, regular part-time and part-time Librarians or Librarian Trainees and the parties. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. The failure of the grievant to proceed within the time limits set forth shall terminate the grievance at that point. The failure of the Library to answer within the time limits set forth will entitle the grievant to proceed to the next level of the grievance procedure, upon notice to the Library.

#### 6.1.5 Representatives:

The Library shall furnish to the Association a list of its representatives for each level of the grievance procedure. The Deputy Director or designee at Level I normally will be the Deputy Director or designee responsible for the Branch Library or Central Library department from which the grievance originates and the Contract Library Director in the case of a Contract Library full-time, regular part-time or part-time Librarian or Librarian Trainee or their respective designees. The Association shall furnish, to the Library, a list of its representatives for each level of the grievance procedure.

### Section 6.2 Procedure

#### 6.2.1 Initial Level:

If the grievant is a full-time, regular part-time or part-time Librarian or Librarian Trainee, the grievance shall be submitted at Level I. If the grievant is the Association and the grievance involves employees from more than one Contract Library, Branch or department of the Central Library, the grievance shall be submitted in writing at Level II or if the grievant is the Library, it shall be submitted in writing at Level II. Initial submission of a grievance, regardless of level, shall be within thirty (30) calendar days of the occurrence of the facts which gave rise to the grievance or the time when the grievant had actual knowledge or should have known of such facts, whichever is later.

#### 6.2.2 Level I:

The grievant shall present his grievance in writing on an appropriate grievance form (Appendix B) to the appropriate Deputy Director, Contract Library Director or designee. At the written request of the grievant, the Deputy Director, Contract Library Director or his designee, if such request is submitted simultaneously with the submission of the grievance, shall hold an informal hearing within ten (10) consecutive working days after

the submission of such written request. The Deputy Director, Contract Library Director or his designee, shall render a decision in writing within ten (10) consecutive working days after the submission of the grievance or date of hearing, whichever is later.

### 6.2.3 Level II:

If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may appeal the grievance to the Library Director, or his designee, within ten (10) consecutive working days after the Deputy Director's or designee's decision in Level I is received or the last day upon which it is due, whichever is earlier. If the grievant is the Library, the grievance may be submitted by forwarding the grievance form to the Association President. Within ten (10) consecutive working days after the Library Director, or designee (or Association President) has received a grievance, he shall meet with the grievant in an attempt to resolve the grievance. The Library Director or designee (or, if the Library is the grievant, the Association President) shall answer the grievance in writing not later than the tenth (10<sup>th</sup>) consecutive working day after the day on which the Level II meeting was held. In case of a grievance filed by or on behalf of a full-time, regular part-time or part-time Librarian or Librarians or Librarian Trainee or Trainees, employed at a Contract Library, Level II will be omitted and the grievant(s) may proceed directly from Level I to arbitration.

## Section 6.3 Arbitration

### 6.3.1 Notice:

A party who desires to appeal a grievance to arbitration may do so by giving written notice thereof to the other party within fifteen (15) consecutive working days after the Library Director or Association President's decision in Level II is received or the last day, upon which it was due, whichever is earlier. Only one (1) grievance may be appealed to an arbitrator in the course of a single arbitration proceeding unless the parties agree in writing to the appeal of two (2) or more specifically identified grievances.

### 6.3.2 Selection of Arbitrator:

Unless the parties agree on a mutually acceptable arbitrator within five (5) consecutive working days after the day on which the notice required by paragraph 6.3.1 of this Agreement is given, the appealing party shall send a letter to the New York State Employment Relations Board which:

- (a) Requests arbitration of a specifically identified grievance, and
- (b) Requests the New York State Employment Relations Board to send to each party a list of ten (10) names of arbitrators.

Each party, not later than the tenth (10<sup>th</sup>) consecutive working day after receipt of its copy of the list, must mail its copy to the New York State Employment

Relations Board with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The New York State Employment Relations Board shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the New York State Employment Relations Board determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the New York State Employment Relations Board determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the New York State Employment Relations Board shall name the arbitrator.

### 6.3.3 Procedure:

The time and place of the arbitration hearing shall be agreed on by the parties and the arbitrator. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association, but only to the extent that those Rules are consistent with the provisions of this Agreement.

### 6.3.4 Costs:

One-half (½) of the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them, except that, if either party desires a verbatim stenographic record of the arbitration hearing, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

### 6.3.5 Jurisdiction and Binding Effect:

The arbitrator is hereby empowered and authorized to interpret and apply, but not to modify, enlarge or restrict the provisions expressed in this Agreement. The power and authority of the arbitrator does not extend to matters (other than matters expressly covered by this Agreement) which are required by law to be resolved by some other body, to matters which do not constitute a grievance as defined by this Agreement, nor to grievances which have not been timely submitted and appealed as required by this Agreement. The decision of the arbitrator, if made in accordance with his power and authority as herein defined, is final and binding on the parties and the grievant.

## Section 6.4 Disciplinary Proceedings

### 6.4.1 General:

A full-time, regular part-time or part-time Librarian or Librarian Trainee shall not be disciplined nor discharged except for unsatisfactory work performance or job misconduct and any discipline which the Board, Library Director, Contract Library Director, Administrator or designee, as appropriate seeks to impose must be done in

accordance with the provisions of this Section. Discipline includes a formal reprimand, suspension with or without pay, demotion, dismissal or any similar penalty. Whenever feasible, the Board, Contract Library Director, Administrator or designee, as appropriate, shall follow a policy of progressive discipline. If the Board, Library Director, Contract Library Director, Administrator or designee, as appropriate, has any reason to reprimand a full-time, regular part-time or part-time Librarian or Librarian Trainee, it shall be done in such manner that it will not embarrass the full-time, regular part-time or part-time Librarian or Librarian Trainee in front of other employees or the public.

#### 6.4.2 Notice of Discipline:

If a representative of the Board, Library Director, Contract Library Director, Administrator or designee, as appropriate, seeks to discipline or discharge a full-time, regular part-time or part-time Librarian or Librarian Trainee, a written Notice of Discipline shall first be personally served upon the Librarian and the president of the Association; if personal service is not reasonably possible, service can be made by certified mail - return receipt requested. The Notice of Discipline shall contain the penalty being imposed and the reasons for the discipline, including a detailed description of the alleged acts and/or conduct complained of with dates, times and places.

#### 6.4.3 Timeliness of Discipline:

A full-time, regular part-time or part-time Librarian or Librarian Trainee shall not be disciplined for acts which occurred more than one (1) year prior to his receipt of the Notice of Discipline (unless said acts of misconduct or incompetency would constitute a crime under the laws of the State of New York) and the Board, Library Director, Contract Library Director, Administrator or designee, as appropriate, shall not take into account any prior disciplinary action against the Librarian which occurred more than three (3) years prior to the date of discipline.

#### 6.4.4 Appeal:

Within ten (10) working days after the full-time, regular part-time or part-time Librarian or Librarian Trainee receives the Notice of Discipline, he may file a written appeal with the Board, Library Director, President of the Contract Library Board or designee; said appeal shall be considered to be filed upon the date it is postmarked, if mailed, or upon the date it is hand delivered to the Library Director, President of the Contract Library Board or designee's office.

#### 6.4.5 Director's Hearing:

The Library Director, his designee, Contract Library Board or its designee shall schedule a hearing to be held within fifteen (15) working days after the date of his receipt of the written appeal. The Library Director or designee shall inform the full-time, regular part-time or part-time Librarian or Librarian Trainee and the Association

President in writing of the time and place of the hearing. The full-time, regular part-time or part-time Librarian or Librarian Trainee may be represented at the hearing by counsel of his choosing and/or by a representative or representatives of the Association and both parties shall have the right to summon witnesses. The technical rules of evidence need not be complied with and the parties shall be allowed to present any and all relevant written information and oral argument concerning the matter. The Board, Contract Library Board or designee shall provide a written decision to the full-time, regular part-time or part-time Librarian or Librarian Trainee and the Association President within ten (10) working days following the close of the hearing.

#### 6.4.6 Arbitration:

If the full-time, regular part-time, or part-time Librarian, Librarian Trainee or the Association is not satisfied with the Library Director's, Board's, Contract Library Board's or designee's decision, it can notify the Library Director, Contract Library Board or designee, or President of the Contract Library Board or designee in writing within ten (10) days after receipt of his decision that it is proceeding to binding arbitration. In addition, if the discipline which the Library Director, Board, Contract Library Board or designee seeks to impose is to discharge or suspend the full-time, regular part-time or part-time Librarian or Librarian Trainee without pay; the full-time regular part-time or part-time Librarian or Librarian Trainee has the option to proceed directly to arbitration without going through the Director's hearing.

#### 6.4.7 Selection of Arbitrator:

If the Association or the full-time, regular part-time or part-time Librarian or Librarian Trainee invokes its right to arbitration, either party will have the right to request a list of the names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator designated to hear the arbitration.

#### 6.4.8 Conduct of the Arbitration:

The duties of the arbitrator shall be to conduct a hearing to determine whether the full-time, regular part-time or part-time Librarian or Librarian Trainees guilty of the misconduct or unsatisfactory work performance charges and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty is inappropriate, he may determine that any appropriate action be taken and may devise a new remedy but may not impose a worse penalty than that sought by the Board. The arbitrator shall not have the right to modify the provisions of this Agreement. The arbitrator's decision shall be rendered within thirty (30) days after completion of the hearing or after the receipt of the written briefs of both parties, if post-hearing briefs are to be submitted. If a decision is not rendered within the stated time, both parties will jointly contract the arbitrator to expedite the decision. The cost of any arbitration hearing will be borne equally by the parties to the arbitration. The same rules of evidence, etc. applicable at the Library Director's hearing (and set forth in Section 6.4.5) shall be applicable to the arbitration.

Any offer of compromise or settlement made by either party prior to arbitration shall not be admissible at the arbitration hearing. The decision of the arbitrator shall be binding upon all parties to the proceeding.

#### 6.4.9 Extension of Time:

Any period of time provided in this Section may be extended upon the written consent of the Board or Contract Library Board, the affected full-time, regular part-time or part-time Librarian(s) or Librarian Trainee(s) and the Association.

### **ARTICLE 7 - PROFESSIONAL COUNCIL**

#### Section 7.1 Members

The parties agree to continue the "Professional Council" composed of six (6) members, three (3) of whom shall be members of the Association selected by it and three (3) of whom shall be selected by the Library Director; each member shall serve at the pleasure of the party which appointed him. The members shall select a chairman who will be responsible for the arrangement and conduct of the meetings and who shall serve for a term of one (1) year. The chairmanship shall alternate thereafter every year between members selected by the Director and those selected by the Association.

#### Section 7.2 Meetings

The Professional Council shall meet on call of its Chairman or of the Association President or of the Library Director to discuss and study subjects placed on its agenda by either party or by any two (2) members of the Council. The Council shall establish its own rules of procedures. The Council may consider both negotiable and nonnegotiable matters, and the fact that a matter is considered or proposed for consideration by the Council shall in no way imply that such matter is negotiable.

#### Section 7.3 Committees

The Professional Council may establish committees for the discussion and study of any item on the Council's agenda. Members of the committees need not be members of the Council.

#### Section 7.4 Reports

Reports of the committees shall be made to the Council; reports of the Council shall be made to the Library Director and the Association President. Recommendations of the Council shall be adopted by majority vote of the entire Council. Such recommendations shall not be binding on the parties.

## ARTICLE 8 - MISCELLANEOUS

### Section 8.1 Residency

Unless Civil Service Law provides to the contrary, appointments and promotions of full-time, regular part-time or part-time Librarians or Librarian Trainees to positions in any unit of the Library must be made without regard to the residency of the full-time, regular part-time or part-time Librarian or Librarian Trainee.

### Section 8.2 Positions Sought

Each full-time or regular part-time Librarian of the B&ECPL shall, at least once annually, on forms provided for that purpose by each Library Board, state his desire, if any, to be considered for another position or positions within the B&ECPL negotiating unit.

### Section 8.3 Positions Available/Transferability

The parties recognize the desirability of giving notice of position vacancies to full-time, regular part-time and part-time Librarians or Librarian Trainees within the negotiation unit. Accordingly, each permanent vacancy shall be posted and notices sent to all libraries for a period of ten (10) days before the vacancy is filled.

(a) Transfers to Long-Term Temporary Vacancies: In the event, there is a need to fill a long-term, temporary vacancy (expected to exceed three (3) months, but not expected to exceed one (1) year), the Library will notify the Human Resources Office of such vacancy. The Human Resources Office will prepare a posting regarding the vacancy, which shall be distributed to all libraries and posted for a period of ten (10) days.

Full-time Librarians will have the opportunity to volunteer for such vacancy. If more than one (1) qualified full-time Librarian volunteers, the Librarian with the greater number of years of employment with the Library will be selected. If no volunteers are forthcoming, the selection of the full-time Librarian will be made by the Library Director in consultation with the Contract Library Directors and the Assistant Deputy Director of Human Resources. Whenever possible, such transfers will be limited to participating libraries within a region to minimize inconvenience of affected employees.

(b) Short-Term Reassignments: In the event of the need for a short-term reassignment (defined as a reassignment not expected to exceed three (3) months), attempts will be made to solicit volunteers from libraries. If more than one (1) qualified full-time Librarian volunteers, the Librarian with the greater number of years of employment with the Library will be selected. If no volunteers are forthcoming, the selection of the full-time Librarian will be made by the Library Director in consultation with the Contract Library Directors and the

Assistant Deputy Director of Human Resources. Whenever possible, such reassignments will be limited to participating libraries within a region to minimize inconvenience of affected employees.

(c) Reassignment and/or Transfer to Permanent Positions: All reassignments and/or transfers to permanent positions will first be offered for voluntary reassignment and/or transfer. If more than one (1) qualified Librarian volunteers, the Librarian with the greater number of years of employment with the Library will be selected. If no volunteers are forthcoming, then the least senior qualified Librarian will be reassigned and/or transferred. "Qualified" Librarian for the purposes of this Subsection, shall be based on a Librarian's relevant work experience to ensure an appropriate fit for the position, and shall be determined by the Library Director in consultation with the Assistant Deputy Director of Human Resources. Whenever possible such involuntary reassignments will be limited to participating libraries within a region to minimize inconvenience of affected employees.

#### Section 8.4 County-Wide Common Promotional Unit

All full-time and regular part-time Librarians employed by any unit of the Library shall be placed in one (1) county-wide common promotional unit for Civil Service purposes. Transfers or promotions within this common promotional unit shall entail no loss or reduction of employees' benefits, regardless of whether or not the full-time or regular part-time Librarian transfers from the jurisdiction of one (1) library board to another.

#### Section 8.5 Abolished Positions

If any existing position shall be abolished for any reason, the full-time or regular part-time Librarian in that position will be given first priority to transfer to any vacant position for which he is qualified.

#### Section 8.6 Filling Vacancies

Expediency in filling vacancies is most desirable. The Contract Board shall provide, in writing, to the Library Director justification for any position left vacant beyond six (6) months and such justification shall be made available to the Association upon request.

#### Section 8.7 Layoff

Layoffs will be done in accordance with Sections 80 and 81 of New York State Civil Service Law.

#### Section 8.8 System Meetings

Each full-time and regular part-time Librarian, where possible, shall have time off from work to attend at least one (1) System Meeting per year, with the meeting subject to the

approval of his or her immediate supervisor. Full-time and regular part-time Librarians shall be encouraged to attend as many additional System Meetings as practicable, with the approval of their supervisor, when the operation of the Library or Department allows.

#### Section 8.9 Meetings and Committees

Whenever it will not unreasonably interfere with the operation of a Library or Department:

- (a) During working hours, a full-time or regular part-time Librarian may attend a professional meeting or participate on a committee when that individual's representation has been requested by the Central Library; and
- (b) During working hours, a full-time or regular part-time Librarian may examine resources at the Central Library for material selection or service development purposes.
- (c) The decision as to whether such absence would unreasonably interfere with operations and, if not, which full-time or regular part-time Librarian(s) may attend and when they may do so will be made by the Contract Library Director or the appropriate administrator.

#### Section 8.10 Professional Development

Each full-time and regular part-time Librarian shall be allowed up to a maximum of forty (40) hours of Professional Development per calendar year. Twenty-four (24) hours of said Professional Development must be used solely for the purpose of attending a State or National Library Conference. Any remaining Professional Development time will be used for classes, programs or workshops of a continuing education nature and which include library appropriate subject matter.

- (a) The decision as to whether such absence would unreasonably interfere with operations and, if not, which full-time and regular part-time Librarian(s) may attend and when they may do so will be made by the Contract Library Director, Administrator or designee.
- (b) In any instance, where Library funding is requested or for classes or workshops exceeding one (1) day in length, approval of the Assistant Deputy Director of Human Resources will also be required.
- (c) If a full-time or regular part-time Librarian is assigned to attend a class, program or workshop by his Contract Library Director, Administrator or designee, such time spent in such class, program or workshop will not be counted as Professional Development Time.

### Section 8.11 Effect of this Agreement

The parties intend this Agreement to govern and control the relationship between the Library (or the Board) and the Librarians and, in the event of any inconsistency between this Agreement and any other rule or regulation of the Board, the Library or the County, this Agreement will control.

### Section 8.12 Town Librarians

Whenever this Agreement applies to a Librarian or Librarian Trainee employed by a Contract Library, "his town Library Director" shall be substituted for any reference herein to the Librarian's "Department Head," "Deputy Director," "Library Director" or Library Human Resources Director; however, if he shall have a Branch head of the library where he is employed, "his Branch Head" shall be substituted for any reference herein to his "Department Head."

### Section 8.13 Library Property

Any full-time, regular part-time or part-time Librarian or Librarian Trainee who has in his possession property belonging to the Library shall return all such equipment and secure a written receipt prior to such Librarian's termination date. Should such Librarian fail to so return any such Library property, the Librarian's final paycheck shall be withheld until such property is returned.

### Section 8.14 Toxic Substance Testing

Should the Erie County Division of Environmental Control or any other State or Federal authorized testing agency determine that any full-time, regular part-time, part-time Librarian or Librarian Trainee has been exposed at the work place to a toxic substance, such employee shall be released from work, with pay, to complete any testing recommended by the Division of Environmental Control or authorized State agency. The full-time, regular part-time, part-time Librarian or Librarian Trainee will submit any statement for such testing to his or her health insurance provider, but the Library will pay for the cost of such testing which is not covered by the employee's health insurance.

### Section 8.15 Business Expenses

When attendances at outside conferences and/or workshops is *required* by the Library, the full-time, regular part-time or part-time Librarian or Librarian Trainee will be reimbursed in full for expenses subject to B&ECPL policy and administrative procedures (See Continuing Education Policy, VI-12, and Travel Policy, VI-13). If said conference and/or workshop is required, it will be verified in writing to the full-time, regular part-time or part-time Librarian or Librarian Trainee.

#### Section 8.16 Notification

The Library will provide notification to the President of the Association whenever it fills or reclassifies positions.

#### Section 8.17 Process Improvement:

- (a) Process Improvement Study: The Association will be entitled to have no less than five (5) representatives on the Process Improvement Committee (formerly known as the Staffing Models Committee) which will be continued until the Committee's work is concluded. As part of its charge, the Committee will examine Library activities and resource allocations, including review and revisions of job descriptions for positions covered by this Agreement and review of levels of responsibility for those positions.
- (b) Upon completion of the Committee's work, the results will be provided to the Association.

#### Section 8.18 Access to Employees

Effective January 1, 2005, every month during the duration of this Agreement, the Library's Human Resources Office and each Contract Library Director or designee will furnish the Association with a list of *every* full-time, regular part-time, part-time Librarian and Librarian Trainee in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees will contain the name, address, position, and salary level.

#### Section 8.19 Pledge Against Coercion

The Library agrees not to interfere with the rights of full-time, regular part-time or part-time Librarians or Librarian Trainees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Library or any Library Representative against any full-time, regular part-time or part-time Librarian or Librarian Trainee because of Association membership or because of any full-time, regular part-time, or part-time Librarian or Librarian Trainee activity in an official capacity on behalf of the Association.

### **ARTICLE 9 - TERM AND RECLASSIFICATION**

#### Section 9.1 Term

Unless otherwise provided herein, each provision of this Agreement shall be effective from August 15, 2014 to December 31, 2017, and thereafter unless and until modified by subsequent written agreement between the parties. In the event this Agreement expires before a new Agreement is signed, in the interim period between the termination of this Agreement and the execution of a new one, all provisions of this Agreement will

remain in effect and, in addition, each Librarian who receives a satisfactory evaluation pursuant to Section 3.1.1(b) will receive any step or longevity increase (under the 2017 salary schedule) for which he becomes eligible.

Section 9.2 Reclassification

If the Librarian job titles are changed from the classified competitive status of Civil Service during the terms of this Agreement, the parties agree to negotiate in good faith to amend this Agreement as it pertains to, and only as it pertains to, promotions, dismissals, layoff, seniority and any other areas presently determined for Librarians by Civil Service law rather than by the terms of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below on the dates indicated.

**FOR THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY**

\_\_\_\_\_  
Mary Jean Jakubowski                      Date  
Director  
Buffalo & Erie County Public Library

**FOR THE LIBRARIANS' ASSOCIATION OF  
THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY**

\_\_\_\_\_  
Timothy Galvin                              Date  
President, Librarians' Association of the  
Buffalo & Erie County Public Library

**THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY**

and

**THE LIBRARIANS' ASSOCIATION OF  
THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY**

**Appendices to 2014-2017 Collective Bargaining Agreement**

**Appendix A: Salary Schedules:**

- Appendix A-1 – 2014 Salary Schedules (effective July 1, 2014)
- Appendix A-2 – 2015 Salary Schedules (effective January 1, 2015)
- Appendix A-3 – 2016 Salary Schedules (effective January 1, 2016)
- Appendix A-4 – 2017 Salary Schedules (effective January 1, 2017)

**Appendix B: Summaries of Enhanced, Core, Value and Bronze Health Insurance Plans:**

- Appendix B-1 – Summary of Enhanced Plan
- Appendix B-2 – Summary of Core Plan
- Appendix B-3 – Summary of Value Plan
- Appendix B-4 – Summary of Bronze Plan

**Appendix C: Health Insurance Waiver Form**

**Appendix D: Retiree Health Insurance Plan Options:**

- Appendix D-1 – Option A
- Appendix D-2 – Option B
- Appendix D-3 – Option C
- Appendix D-4 – Option D

**Appendix E: Grievance Form**

## Appendix A-1

### 2014 Librarians Association Pay Scale

	0	1	2	3	4	5	A	B	C	D	E	F
	31,470	33,482	35,225	36,962	38,694	40,431	41,375	42,326	43,264	44,215	45,157	46,105
<b>GRP 07</b>	1,210.40	1,287.76	1,354.80	1,421.60	1,488.24	1,555.04	1,591.36	1,627.92	1,664.00	1,700.56	1,736.80	1,773.28
	15.130	16.097	16.935	17.770	18.603	19.438	19.892	20.349	20.800	21.257	21.710	22.166
	36,315	38,632	40,907	43,181	45,450	47,721	48,853	50,001	51,122	52,258	53,392	54,525
<b>GRP 09</b>	1,396.72	1,485.84	1,573.36	1,660.80	1,748.08	1,835.44	1,878.96	1,923.12	1,966.24	2,009.92	2,053.52	2,097.12
	17.459	18.573	19.667	20.760	21.851	22.943	23.487	24.039	24.578	25.124	25.669	26.214
		41,471	43,948	46,421	48,892	51,376	52,622	53,849	55,087	56,328	57,560	58,797
<b>GRP 10</b>		1,595.04	1,690.32	1,785.44	1,880.48	1,976.00	2,023.92	2,071.12	2,118.72	2,166.48	2,213.84	2,261.44
		19.938	21.129	22.318	23.506	24.700	25.299	25.889	26.484	27.081	27.673	28.268
		47,320	49,989	52,678	55,349	58,030	59,369	60,707	62,040	63,378	64,713	66,055
<b>GRP 11</b>		1,820.00	1,922.64	2,026.08	2,128.80	2,231.92	2,283.44	2,334.88	2,386.16	2,437.60	2,488.96	2,540.56
		22.750	24.033	25.326	26.610	27.899	28.543	29.186	29.827	30.470	31.112	31.757
		50,613	53,575	56,553	59,507	62,471	63,960	65,433	66,928	68,415	69,898	71,386
<b>GRP 12</b>		1,946.64	2,060.56	2,175.12	2,288.72	2,402.72	2,460.00	2,516.64	2,574.16	2,631.36	2,688.40	2,745.60
		24.333	25.757	27.189	28.609	30.034	30.750	31.458	32.177	32.892	33.605	34.320
		55,251	58,488	61,755	65,012	68,245	69,884	71,506	73,147	74,786	76,423	78,058
<b>GRP 13</b>		2,125.04	2,249.52	2,375.20	2,500.48	2,624.80	2,687.84	2,750.24	2,813.36	2,876.40	2,939.36	3,002.24
		26.563	28.119	29.690	31.256	32.810	33.598	34.378	35.167	35.955	36.742	37.528
		61,583	65,256	68,888	72,542	76,195	78,023	79,862	81,702	83,537	85,367	87,202
<b>GRP 14</b>		2,368.56	2,509.84	2,649.52	2,790.08	2,930.56	3,000.88	3,071.60	3,142.40	3,212.96	3,283.36	3,353.92
		29.607	31.373	33.119	34.876	36.632	37.511	38.395	39.280	40.162	41.042	41.924

#### Sunday Hourly Overtime Rates [Reference CBA Sections 4.4 (b) and (c)]

<b>Job Group 9, Step 1 =&gt;</b>	27.860
<b>Job Group 10, Step 2 =&gt;</b>	31.694

## Appendix A-2

### 2015 Librarians Association Pay Scale

	0	1	2	3	4	5	A	B	C	D	E	F
	32,257	34,318	36,105	37,885	39,661	41,442	42,409	43,385	44,346	45,319	46,286	47,258
<b>GRP 07</b>	1,240.64	1,319.92	1,388.64	1,457.12	1,525.44	1,593.92	1,631.12	1,668.64	1,705.60	1,743.04	1,780.24	1,817.60
	15.508	16.499	17.358	18.214	19.068	19.924	20.389	20.858	21.320	21.788	22.253	22.720
	37,222	39,597	41,931	44,260	46,586	48,915	50,074	51,251	52,399	53,564	54,727	55,888
<b>GRP 09</b>	1,431.60	1,522.96	1,612.72	1,702.32	1,791.76	1,881.36	1,925.92	1,971.20	2,015.36	2,060.16	2,104.88	2,149.52
	17.895	19.037	20.159	21.279	22.397	23.517	24.074	24.640	25.192	25.752	26.311	26.869
		42,507	45,047	47,582	50,116	52,661	53,936	55,195	56,464	57,737	58,999	60,268
<b>GRP 10</b>		1,634.88	1,732.56	1,830.08	1,927.52	2,025.44	2,074.48	2,122.88	2,171.68	2,220.64	2,269.20	2,318.00
		20.436	21.657	22.876	24.094	25.318	25.931	26.536	27.146	27.758	28.365	28.975
		48,504	51,239	53,995	56,732	59,480	60,855	62,225	63,592	64,963	66,331	67,706
<b>GRP 11</b>		1,865.52	1,970.72	2,076.72	2,182.00	2,287.68	2,340.56	2,393.28	2,445.84	2,498.56	2,551.20	2,604.08
		23.319	24.634	25.959	27.275	28.596	29.257	29.916	30.573	31.232	31.890	32.551
		51,877	54,914	57,968	60,994	64,033	65,560	67,068	68,600	70,125	71,646	73,170
<b>GRP 12</b>		1,995.28	2,112.08	2,229.52	2,345.92	2,462.80	2,521.52	2,579.52	2,638.48	2,697.12	2,755.60	2,814.24
		24.941	26.401	27.869	29.324	30.785	31.519	32.244	32.981	33.714	34.445	35.178
		56,632	59,950	63,299	66,637	69,950	71,631	73,293	74,976	76,656	78,335	80,009
<b>GRP 13</b>		2,178.16	2,305.76	2,434.56	2,562.96	2,690.40	2,755.04	2,818.96	2,883.68	2,948.32	3,012.88	3,077.28
		27.227	28.822	30.432	32.037	33.630	34.438	35.237	36.046	36.854	37.661	38.466
		63,122	66,887	70,610	74,356	78,100	79,974	81,858	83,745	85,625	87,501	89,382
<b>GRP 14</b>		2,427.76	2,572.56	2,715.76	2,859.84	3,003.84	3,075.92	3,148.40	3,220.96	3,293.28	3,365.44	3,437.76
		30.347	32.157	33.947	35.748	37.548	38.449	39.355	40.262	41.166	42.068	42.972

#### Sunday Hourly Overtime Rates [Reference CBA Sections 4.4 (b) and (c)]

<b>Job Group 9, Step 1 =&gt;</b>	28.556
<b>Job Group 10, Step 2 =&gt;</b>	32.486

### Appendix A-3

#### 2016 Librarians Association Pay Scale

	0	1	2	3	4	5	A	B	C	D	E	F
	33,064	35,175	37,007	38,832	40,654	42,478	43,470	44,468	45,454	46,453	47,443	48,439
<b>GRP 07</b>	1,271.68	1,352.88	1,423.36	1,493.52	1,563.60	1,633.76	1,671.92	1,710.32	1,748.24	1,786.64	1,824.72	1,863.04
	15.896	16.911	17.792	18.669	19.545	20.422	20.899	21.379	21.853	22.333	22.809	23.288
	38,151	40,587	42,979	45,367	47,751	50,138	51,326	52,532	53,710	54,904	56,096	57,285
<b>GRP 09</b>	1,467.36	1,561.04	1,653.04	1,744.88	1,836.56	1,928.40	1,974.08	2,020.48	2,065.76	2,111.68	2,157.52	2,203.28
	18.342	19.513	20.663	21.811	22.957	24.105	24.676	25.256	25.822	26.396	26.969	27.541
		43,570	46,172	48,772	51,368	53,978	55,284	56,574	57,876	59,180	60,474	61,774
<b>GRP 10</b>		1,675.76	1,775.84	1,875.84	1,975.68	2,076.08	2,126.32	2,175.92	2,226.00	2,276.16	2,325.92	2,375.92
		20.947	22.198	23.448	24.696	25.951	26.579	27.199	27.825	28.452	29.074	29.699
		49,716	52,520	55,345	58,151	60,967	62,375	63,781	65,181	66,587	67,989	69,399
<b>GRP 11</b>		1,912.16	2,020.00	2,128.64	2,236.56	2,344.88	2,399.04	2,453.12	2,506.96	2,561.04	2,614.96	2,669.20
		23.902	25.250	26.608	27.957	29.311	29.988	30.664	31.337	32.013	32.687	33.365
		53,175	56,287	59,417	62,519	65,634	67,199	68,744	70,316	71,879	73,436	74,999
<b>GRP 12</b>		2,045.20	2,164.88	2,285.28	2,404.56	2,524.40	2,584.56	2,644.00	2,704.48	2,764.56	2,824.48	2,884.56
		25.565	27.061	28.566	30.057	31.555	32.307	33.050	33.806	34.557	35.306	36.057
		58,049	61,449	64,881	68,303	71,700	73,422	75,125	76,850	78,572	80,294	82,010
<b>GRP 13</b>		2,232.64	2,363.44	2,495.44	2,627.04	2,757.68	2,823.92	2,889.44	2,955.76	3,022.00	3,088.24	3,154.24
		27.908	29.543	31.193	32.838	34.471	35.299	36.118	36.947	37.775	38.603	39.428
		64,700	68,559	72,376	76,215	80,053	81,973	83,905	85,840	87,766	89,690	91,616
<b>GRP 14</b>		2,488.48	2,636.88	2,783.68	2,931.36	3,078.96	3,152.80	3,227.12	3,301.52	3,375.60	3,449.60	3,523.68
		31.106	32.961	34.796	36.642	38.487	39.410	40.339	41.269	42.195	43.120	44.046

**Sunday Hourly Overtime Rates [Reference CBA Sections 4.4 (b) and (c)]**

**Job Group 9, Step 1 =>** 29.270

**Job Group 10, Step 2 =>** 33.297

## Appendix A-4

### 2017 Librarians Association Pay Scale

	0	1	2	3	4	5	A	B	C	D	E	F
	33,889	36,055	37,933	39,803	41,671	43,541	44,556	45,579	46,590	47,613	48,628	49,650
<b>GRP 07</b>	1,303.44	1,386.72	1,458.96	1,530.88	1,602.72	1,674.64	1,713.68	1,753.04	1,791.92	1,831.28	1,870.32	1,909.60
	16.293	17.334	18.237	19.136	20.034	20.933	21.421	21.913	22.399	22.891	23.379	23.870
	39,106	41,602	44,054	46,500	48,944	51,393	52,609	53,845	55,053	56,276	57,497	58,718
<b>GRP 09</b>	1,504.08	1,600.08	1,694.40	1,788.48	1,882.48	1,976.64	2,023.44	2,070.96	2,117.44	2,164.48	2,211.44	2,258.40
	18.801	20.001	21.180	22.356	23.531	24.708	25.293	25.887	26.468	27.056	27.643	28.230
		44,660	47,326	49,991	52,651	55,328	56,665	57,988	59,324	60,659	61,986	63,317
<b>GRP 10</b>		1,717.68	1,820.24	1,922.72	2,025.04	2,128.00	2,179.44	2,230.32	2,281.68	2,333.04	2,384.08	2,435.28
		21.471	22.753	24.034	25.313	26.600	27.243	27.879	28.521	29.163	29.801	30.441
		50,960	53,832	56,728	59,604	62,492	63,935	65,376	66,810	68,251	69,688	71,134
<b>GRP 11</b>		1,960.00	2,070.48	2,181.84	2,292.48	2,403.52	2,459.04	2,514.48	2,569.60	2,625.04	2,680.32	2,735.92
		24.500	25.881	27.273	28.656	30.044	30.738	31.431	32.120	32.813	33.504	34.199
		54,504	57,695	60,902	64,081	67,276	68,879	70,462	72,074	73,676	75,273	76,873
<b>GRP 12</b>		2,096.32	2,219.04	2,342.40	2,464.64	2,587.52	2,649.20	2,710.08	2,772.08	2,833.68	2,895.12	2,956.64
		26.204	27.738	29.280	30.808	32.344	33.115	33.876	34.651	35.421	36.189	36.958
		59,500	62,987	66,504	70,011	73,493	75,256	77,004	78,772	80,536	82,301	84,061
<b>GRP 13</b>		2,288.48	2,422.56	2,557.84	2,692.72	2,826.64	2,894.48	2,961.68	3,029.68	3,097.52	3,165.44	3,233.12
		28.606	30.282	31.973	33.659	35.333	36.181	37.021	37.871	38.719	39.568	40.414
		66,319	70,273	74,185	78,121	82,054	84,022	86,002	87,986	89,960	91,932	93,906
<b>GRP 14</b>		2,550.72	2,702.80	2,853.28	3,004.64	3,155.92	3,231.60	3,307.76	3,384.08	3,460.00	3,535.84	3,611.76
		31.884	33.785	35.666	37.558	39.449	40.395	41.347	42.301	43.250	44.198	45.147

#### Sunday Hourly Overtime Rates [Reference CBA Sections 4.4 (b) and (c)]

<b>Job Group 9, Step 1 =&gt;</b>	30.002
<b>Job Group 10, Step 2 =&gt;</b>	34.130

# Labor-Management Healthcare Coalition™

## Enhanced Plan - Active

### Summary of Benefits

Traditional Blue POS 202	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
<b>Medical Services</b>		
Office visits	\$8 copay	20%
Routine physicals	\$8 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$8 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$8 copay	20%
MRI	\$8 copay	20%
Specialist visits	\$8 copay	20%
<b>Women's Services</b>		
Maternity care (prenatal & post-natal care - after initial \$8 co-pay)	Covered in full	20%
Gynecological office visits	\$8 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
<b>Hospital Care</b>		
Inpatient stay – semi private room	Covered in full	20%
Outpatient surgery facility	\$8 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$8 copay	20%
Cardiac rehabilitation (24 visits per year)	\$8 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$8 copay	20%
Emergency room visit (waived if admitted to hospital)	\$35 copay	\$35
Emergency ambulance (medically necessary)	\$35 copay	\$35
<b>Mental Health Care</b>		
Inpatient (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (unlimited if medically necessary)	Covered in full	20%
Inpatient rehabilitation (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
<b>Other Services</b>		
Routine Podiatry Care	\$8 copay	20%
Acupuncture (6 visits per calendar year)	\$8 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$8 copay	Not Covered
Durable medical equipment	20% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	20% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$0/\$7/\$10	NA
<b>Vision Care</b>		
Routine vision exam every year	\$8 copay	Not Covered
<b>Dependent Coverage</b>		
Dependent coverage to age	26	26
<b>Out-of-network</b>		
Deductible	N/A	\$300/\$600
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,000/\$4,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

# Labor-Management Healthcare Coalition™

## Core Plan - Active

### Summary of Benefits

Traditional Blue POS 203	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
<b>Medical Services</b>		
Office visits	\$10 copay	20%
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$10 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$10 copay	20%
MRI	\$10 copay	20%
Specialist visits	\$10 copay	20%
<b>Women's Services</b>		
Maternity care (prenatal & post-natal care – after initial \$10 copay)	Covered in full	20%
Gynecological office visits	\$10 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
<b>Hospital Care</b>		
Inpatient stay – semi private room	\$100 deductible	20%
Outpatient surgery facility	\$10 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20%
Cardiac rehabilitation (24 visits per year)	\$10 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20%
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50
Emergency ambulance (medically necessary)	\$50 copay	\$50
<b>Mental Health Care</b>		
Inpatient (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20%
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
<b>Other Services</b>		
Routine Podiatry Care	\$10 co-pay	20%
Acupuncture (6 visits per calendar year)	\$10 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not Covered
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$5/\$7/\$10	NA
<b>Vision Care</b>		
Routine vision exam every year	\$10 copay	Not Covered
<b>Dependent Coverage</b>		
Dependent coverage to age	26	26
<b>Out-of-network</b>		
Deductible	N/A	\$500/\$1,000
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

# Labor-Management Healthcare Coalition™

## Value Plan - Active

### Summary of Benefits

Traditional Blue POS 204	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
<b>Medical Services</b>		
Office visits	\$15 copay	25%
Routine physicals	\$15 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	25%
Diagnostic x-rays	\$15 copay	25%
Laboratory testing	Covered in full	25%
Chiropractic care (medically necessary only)	\$15 copay	25%
MRI	\$15 copay	25%
Specialist visits	\$15 copay	25%
<b>Women's Services</b>		
Maternity care (prenatal & post-natal care – after initial \$15 copay)	Covered in full	25%
Gynecological office visits	\$15 copay	25%
Routine Mammograms	Covered in full	25%
Routine pap smear	Covered in full	25%
<b>Hospital Care</b>		
Inpatient stay – semi private room	\$300 deductible	25%
Outpatient surgery facility	\$15 copay	25%
Chemotherapy, radiation therapy, inhalation therapy	\$15 copay	25%
Cardiac rehabilitation (24 visits per year)	\$15 copay	25%
Occupational, speech, physical therapy (20 visits per therapy)	\$15 copay	25%
Emergency room visit (waived if admitted to hospital)	\$100 copay	\$100
Emergency ambulance (medically necessary)	\$100 copay	\$100
<b>Mental Health Care</b>		
Inpatient (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (unlimited if medically necessary)	\$300 deductible	25%
Inpatient rehabilitation (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
<b>Other Services</b>		
Routine Podiatry Care	\$15 co-pay	25%
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	25%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	25%
Prescription drugs (up to a 30 day supply)	\$10/\$15/\$20	NA
<b>Vision Care</b>		
Routine vision exam one every two years	\$15 copay	Not Covered
<b>Dependent Coverage</b>		
Dependent coverage to age	26	26
<b>Out-of-network</b>		
Deductible	N/A	\$1,000/\$2,000
Coinsurance	N/A	25%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

# Labor-Management Healthcare Coalition <sup>TM</sup>

## LMHF Bronze Plan Summary of Benefits

Traditional Blue POS	In-Network Deductible/Copay/ Coinsurance
<b>Medical Services</b>	
Office visits	deductible then 20% coinsurance
Preventive Visits	Covered in full
Chiropractic Services (medically necessary)	deductible then 20% coinsurance
Specialist visits	deductible then 20% coinsurance
Diagnostic x-rays	deductible then 20% coinsurance
Laboratory testing	deductible then 20% coinsurance
<b>Women's Services</b>	
Maternity care	deductible then 20% coinsurance
Gynecological office visits	Covered in full
Mammograms	Covered in full
Routine pap smear	Covered in full
<b>Hospital Care</b>	
Inpatient hospital stay	deductible then 20% coinsurance
Outpatient surgery facility	deductible then 20% coinsurance
Chemotherapy, radiation, inhalation therapy	deductible then 20% coinsurance
Occupational, speech, physical therapy (30 visits)	deductible then 20% coinsurance
Emergency room visit (waived if admitted to hospital)	deductible then 20% coinsurance
Emergency ambulance (medically necessary)	deductible then 20% coinsurance
<b>Mental Health Care</b>	
Inpatient	deductible then 20% coinsurance
Outpatient	deductible then 20% coinsurance
<b>Substance Abuse Treatment</b>	
Inpatient detoxification	deductible then 20% coinsurance
Inpatient rehabilitation	deductible then 20% coinsurance
Outpatient	deductible then 20% coinsurance
<b>Other Services</b>	
Diabetic equipment & supplies	deductible then 20% coinsurance
Durable medical equipment	deductible then 20% coinsurance
Home care (40 visits)	deductible then 20% coinsurance
Hospice	deductible then 20% coinsurance
Prosthetic devices	deductible then 20% coinsurance
Skilled nursing facility 60 days	deductible then 20% coinsurance
Prescription drugs	Deductible then \$15/\$50/50%
<b>Vision Care</b>	
Routine vision exam	deductible then 20% coinsurance
<b>Dependent Coverage</b>	
Dependent coverage to age	26
<b>Out-of-network</b>	
Deductible	\$2,000/\$4,000
Coinsurance	20%
Out-of-pocket maximum	\$4,000/\$8,000

APPENDIX C

NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU  
OR FOR YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER  
THE EFFECTIVE TERMS OF THIS WAIVER:

I hereby for myself, my heirs, executors and administrators, waive my rights to County provided health and dental insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the:

1. Blue Collar Unit: AFSCME Council 66, Local 1095, AFL-CIO
2. White Collar Unit: Local #815, CSEA, Local 1000 AFSCME, AFL-CIO
3. New York State Nurse's Association (NYSNA)
4. Administrator's Association of Erie Community College
5. The Librarian's Association of the Buffalo and Erie County Public Library
6. No Bargaining Unit, Managerial/Confidential status

NOTE: (To elect to waive health and dental insurance you must circle the entire name of the bargaining unit (above) to which you belong, or Managerial/confidential status if you are exempt from bargaining unit status).

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility to said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie and/or the Buffalo and Erie County Public Library and/or the bargaining agent circled above, and their respective representatives, as a result of my waiver of health and dental insurance coverage to which I was previously entitled.

I have read the above waiver and upon my reading, fully understand its content.

Employee Signature \_\_\_\_\_ Date of Signature \_\_\_\_\_

(This section to be completed only by a Departmental Personnel/Payroll Representative)

Employee Name \_\_\_\_\_ (please print) Department \_\_\_\_\_

BARGAINING UNIT \_\_\_\_\_ Time Status: Full-Time Part Time Regular Part-Time  
(circle one)

Social Security No. \_\_\_\_\_ Date of Hire \_\_\_\_\_  
(Continuous Service Date)

EFFECTIVE DATE: \_\_\_\_\_

WAIVING HEALTH: ( ) YES OR ( ) NO  
( ) FAMILY OR ( ) SINGLE

WAIVING DENTAL: ( ) YES OR ( ) NO  
( ) FAMILY OR ( ) SINGLE

\*WAIVER MUST BE SUBMITTED TO PERSONNEL DEPARTMENT BY THE 15TH OF THE PREVIOUS MONTH OF EFFECTIVE DATE.

WHITE COPY - PERSONNEL DEPT.

YELLOW COPY - DEPARTMENT

## SUMMARY OF BENEFITS

Option  
"A"

## Encompass 65 HMO (formerly 402)

**Offered by Labor-Management Healthcare Coalition**

<b>Medical Services</b>	<b>Copay / Coinsurance</b>
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays – PCP/Specialist	\$10/\$20 copay
Outpatient Facility	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
<b>Women's Services</b>	
Medicare-covered pelvic exam (High risk annually) Low risk every 24 months)	\$0 copay
Medicare-covered Pap smear (same as above)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
<b>Hospital Care</b>	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy – PCP/Specialist	\$10/\$20 copay
Outpatient Facility	\$0 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
<b>Mental Health Care</b>	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	\$40 copay
Mental Health services with Psychiatrist	\$20 copay
<b>Substance Abuse Treatment</b>	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a Psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
<b>Other Services</b>	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$0 copay
Prosthetic appliances	20% copay
Skilled nursing facility (100 days each benefit period)	\$0 copay
For rehabilitation purposes – Not Long Term Care	
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$7/\$45/\$95 copay
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$7/\$45/\$95 copay
Out of Pocket maximum	\$3,000
<b>Vision Care</b>	
Routine vision exam (1 every year)	\$0 copay
Medical vision exam	\$20 copay

## SUMMARY OF BENEFITS

Option  
"B"

## Encompass 65 HMO (formerly 401)

**Offered by Labor-Management Healthcare Coalition**

<b>Medical Services</b>	<b>Copay / Coinsurance</b>
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays – Outpatient facility	\$10 copay
PCP/Specialist	\$10/\$20 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
<b>Women's Services</b>	
Medicare-covered pelvic exam (High risk annually) (Low risk every 24 months)	\$0 copay
Medicare-covered Pap smear (same as above)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
<b>Hospital Care</b>	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy - Outpatient facility	\$0 copay
PCP/Specialist	\$10/\$20 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
<b>Mental Health Care</b>	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	\$40 copay
Mental Health services with Psychiatrist	\$20 copay
<b>Substance Abuse Treatment</b>	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a Psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
<b>Other Services</b>	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$0 copay
Prosthetic appliances	20% copay
Skilled nursing facility (100 days each benefit period)	\$0 copay
For rehabilitation purposes – Not Long Term Care	
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$5 / \$10 / \$95
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$5 / \$10 / \$95
Out of Pocket maximum	\$3,000
<b>Vision Care</b>	
Routine vision exam (1 every year)	\$0 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

Revised for 2015

## SUMMARY OF BENEFITS

## Passport PPO (formerly PPO 201)

**Offered by Labor-Management Healthcare Coalition**Option  
"C"

	In-Network Copay	Out-of-Network Copay
<b>Medical Services</b>		
Primary care office visits for Medicare-covered services	\$15 copay	\$20 copay
Routine physicals (1 every year)	\$0 copay	\$20 copay
Diagnostic x-rays	\$15 copay	\$20 copay
Laboratory testing	\$0 copay	\$20 copay
Chiropractic care	\$15 copay	\$20 copay
Specialist visits for Medicare-covered services	\$15 copay	\$20 copay
Podiatry services – medically necessary	\$15 copay	\$20 copay
Podiatry services – routine up to 3 visits every year	\$15 copay	\$20 copay
Bone mass measurement (people at risk)	\$0 copay	\$20 copay
Colorectal screening exam (age 50 and older)	\$0 copay	\$20 copay
Prostate cancer screening (age 50 and older)	\$0 copay	\$20 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay	\$20 copay
Immunizations – Influenza vaccine, H1N1 vaccine	\$0 copay	\$0 copay
Diagnostic hearing exams	\$15 copay	\$20 copay
<b>Women's Services</b>		
Medicare-covered pelvic exam (High risk annually) (Low risk every 24 mos.)	\$0 copay	\$20 copay
Medicare-covered pap smear (same as above)	\$0 copay	\$20 copay
Mammogram - Medicare-covered screening (ages 40 and older)	\$0 copay	\$20 copay
<b>Hospital Care</b>		
Inpatient hospital care	\$100 copay	20% copay
Outpatient surgery facility	\$25 copay	20% copay
Radiation therapy	\$15 copay	\$20 copay
Cardiac rehabilitation	\$20 copay	20% copay
Occupational, speech, physical therapy	\$20 copay	20% copay
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50 copay
Emergency ambulance	\$50 copay	\$50 copay
<b>Mental Health Care</b>		
Inpatient (190-day lifetime limit)	\$0 copay	20% copay
Outpatient visits	\$40 copay	50% copay
Mental Health services with psychiatrist	\$20 copay	20% copay
<b>Substance Abuse Treatment</b>		
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a Psychiatric hospital)	\$0 copay	20% copay
Outpatient visits	20% copay	20% copay
<b>Other Services</b>		
Diabetic self-monitoring training	\$0 copay	\$20 copay
Durable medical equipment	20% copay	20% copay
Home health care	\$0 copay	10% copay
Prosthetic devices	\$0 copay	20% copay
Skilled nursing facility (100 days each benefit period) For rehabilitation purposes – Not Long Term Care	\$100 copay	20% copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$10/\$20/\$95	N/A
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$10/\$20/\$95	
Deductible	N/A	\$3,000
<b>Vision Care</b>		
Routine vision exam (1 every year)	\$0 copay	\$20 copay
Medical vision exam	\$15 copay	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Prescriptions available out of area from participating national pharmacy network.

Revised for 2015

APPENDIX D-4  
**SUMMARY OF BENEFITS**  
**TRADITIONAL BLUE PPO 812**

Option  
 “D”

**OFFERED BY LABOR-MANAGEMENT HEALTHCARE COALITION**

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible Applies)
<b>Medical Services</b>		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
<b>Women’s Services</b>		
Maternity care (prenatal & post-natal care) (After initial co-pay)	Covered in full	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
<b>Hospital Care</b>		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
<b>Mental Health Care</b>		
Inpatient (unlimited <b>if</b> medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited <b>if</b> medically necessary)	\$10 copay	20% coinsurance
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (unlimited <b>if</b> medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited <b>if</b> medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited <b>if</b> medically necessary)	\$10 copay	20% coinsurance
<b>Other Services</b>		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20% coinsurance
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
<b>Vision Care</b>		
Routine vision exam every year	\$10 copay	Not covered
<b>Dependent Coverage</b>		
Dependent	26	26
<b>Out of Network</b>		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract.

APPENDIX E

GRIEVANCE FORM

TO: \_\_\_\_\_, Deputy Director or Contracting Library Director

- (1) Who is grieving:
  
- (2) What the Library did or failed to do that the grievant(s) object(s) to:
  
- (3) Paragraph(s) of the Agreement - or written personnel rule -- the foregoing act or failure to act violated:
  
- (4) Action the grievant(s) believe(s) the Library should take to remedy the situation described above:
  
- (5) The grievant discussed this grievance with his immediate supervisor on (date)\_\_\_\_\_.
  
- (6) Grievant (does)(does not) request an informal hearing.
  
- (7) By submitting this written grievance, the grievant(s) waive(s) all right to have the matter herein grieved adjusted by any other procedure which would otherwise have been available to him.

Grievant's Signature \_\_\_\_\_\*

\*If there is more than one grievant, each must sign.

Dated: \_\_\_\_\_