EMPLOYMENT CONTRACT

BETWEEN

BROOME COUNTY

AND

CIVIL SERVICE EMPLOYEES' ASSOCIATION

BROOME COUNTY PUBLIC LIBRARY

UNIT #6150-01, LOCAL 804

JANUARY 1, 2011- DECEMBER 31, 2014

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ARTICLE I - PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Public Employer and CSEA.

ARTICLE II - DEFINITIONS

Employer/Library	-	Broome County and the Broome County Library Board of Trustees.
Personnel Officer	-	Broome County Personnel Officer.
Employee	-	Only those employees who work a full-time (37½ hours per week) schedule, paid from a regular budget line (1000) and whose title is listed in Article IV.
Director	-	The Director of the Broome County Public Library or his/her designated representatives.
Employees Committee	-	The Employees Committee of the Broome County Legislature.
Personnel Committee	-	Personnel Committee of the Broome County Public Library Board of Trustees.
Union	-	CSEA Local 804, Unit 6150-01, Broome County Public Library Employees.

ARTICLE III - MANAGEMENT FUNCTIONS

It is recognized that in addition to other functions and responsibilities the Library has and will retain the right and responsibility to direct the operations of the Library and in this connection to determine the number and location of its facilities; the services to be performed; the types of work to be performed; the size and number of the working force in the active employ of the Library from time to time; whether the Library's work shall be performed by employees of the Library or independent contractors or their employees; the identity of the Library's personnel to whom work shall be assigned; whether transfers, promotions, or reclassifications are to be made; the identity of or number of new employees to be hired; shift schedules and hours or work; the methods, processes, and services; and to select and hire employees, including the right to make and apply rules and regulations for production; discipline, efficiency, and safety.

It shall also have the right and responsibility to promote, reclassify and transfer employees, and to discharge or otherwise discipline any employee for just cause, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided. Management may use volunteers to supplement the regular workforce.

ARTICLE IV - RECOGNITION

The Library recognizes the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL/CIO, the recognized union by the Broome County Library Unit, 6150-01 of the Broome County Local 804, as the exclusive representative of the listed below employees. For the purpose of this agreement, the term "employee" shall apply to all full-time employees in the following titles: Account Clerk/ Account Clerk /Typist, Computer Hardware Technician/Trainee, Keyboard Specialist, Librarian III, Librarian II, Librarian I, Library Assistant, Library Clerk, Page, Principal Library Clerk, Senior Account Clerk /Typist, Senior Library Clerk, located at the Broome County Library.

ARTICLE V - MEMBERSHIP

Both the Library and the Union agree not to interfere with rights of an employee to become a member of the Union or not to become a member of the Union.

Employees who choose to become Union members shall notify the County in writing. Dues shall be deducted from the paychecks of members and be remitted to CSEA, Inc. on a monthly basis. If the employee has no earnings due for that paycheck, a double deduction shall be made from the following paycheck.

The County shall deduct from the wage or salary of those bargaining unit employees who are not members of the Library unit of CSEA an amount equivalent to the dues levied by the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State Of New York.

The County shall remit the sum(s) so deducted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224.

The Library unit of CSEA Local 804 affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may elect such, the pro-rata amount of said employee's annual dues which is expected for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for agency shop fee deduction shall continue in effect only so long as the Association maintains such procedure as provided by Law.

The Union shall give the County 30 days notice on the amount of dues to be deducted.

ARTICLE VI - DISCIPLINARY ACTIONS

1. The provisions of Section 75 of the Civil Service Law and the alternative procedure in paragraph three of this article, shall apply to all employees in subdivision 1 of Section 75, and to all employees in the non-competitive classification after the completion of a five (5) year period of employment.

2. Employee Rights. Unless an employee timely elects the alternative procedure as provided in this Article, such employee and the County shall be subject to and governed by Section 75 and Section 76 of the Civil Service Law, and the employees shall be deemed to have waived all alternative procedures. An employee shall have the following rights:

a) An employee shall be entitled to CSEA representation at each step of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law and the Alternative Procedure in paragraph three of this Article.

b) No employee shall be required by the employer to submit to an interrogation after charges under Section 75 or the Alternative Procedure in paragraph three have been served unless she/he is afforded the opportunity of having a CSEA representative present.

c) No recording devices of any kind shall be used during such interrogation unless the employee is made aware of the fact prior to such interrogation.

d) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Article.

3. In lieu of the procedure and rights contained in Section 75 and Section 76 of the Civil Service Law, an employee may elect to proceed under the following provisions.

a) The hearing upon charges shall be held by a person designated from a panel established by the Union and County. Upon the request of either party, the name of a panel member may be removed from the said list. The hearing officer so designated shall, in no event, be an employee of the same County department or agency as the employee against whom charges have been brought.

b) The decision of the hearing officer shall be served upon the employee and the appointing authority and shall be binding as to the question of guilt or innocence and the appointing authority shall issue a determination in accordance with such decision. The hearing officer shall also recommend a penalty or punishment to be imposed in the event of finding of guilt. The appointing authority of the department or agency concerned shall have the responsibility to impose the penalty or punishment, provided, however, that should such penalty or punishment be more severe than the recommendation of the hearing officer, the employee may seek review of such determination pursuant to Article 78 of the CPLR but solely upon the grounds that the penalty or punishment is excessive.

c) All conduct alleged by the County to constitute incompetency or misconduct shall be contained in the charges and specifications. Any other matter which will be alleged by the County to be relevant to the questions of the penalty or punishment to be recommended must be introduced at the hearing in order to be considered. Upon written demand thereof made within 10 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the employer which will be relied upon at the hearing. Such written reports and records shall be furnished within ten (10) work days before a hearing is scheduled.

d) An employee who elects to proceed pursuant to the procedure provided for herein shall do so in writing at least seven working days after service of charges upon such employee. Such election shall be deemed a waiver of his/her right to appeal to the Civil Service Commission or the courts pursuant to CPLR Article 78 except that either the employee or the County may seek review of the determination of an appointing authority pursuant to CPLR Article 75.

e) The method of selection and the selection of the panel referred to above and the method of designation of the hearing officer for a particular case shall be agreed upon by the County and CSEA provided, however, that it is presently contemplated that the essential method of selection of the hearing officer for a particular case shall be by agreement and, failing such agreement, then by lot from the panel established under subdivision 3 (a).

f) Pending the hearing and determination of charges of competency or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not exceeding 30 days. If the employee is acquitted of said charges, he shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other employment or occupation.

g) The hearing officer before whom said charges shall be heard shall be entitled to a fee of up to $1,000 per diem for actual number of days that said hearing is held. This cost shall be borne equally between the CSEA and the County. The charge for any stenographic record shall be equally borne between CSEA and the County.

h) At a hearing conducted under this Section the parties shall not be bound by the technical rules of evidence.

ARTICLE VII - GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged failure to comply with a specific and express term of this agreement, including the application, meaning and, or interpretation of a specific and express term of this agreement.

A grievance shall not be defined as disciplinary action; adding positions; deleting positions; assignment of work; retirement benefits; promotions; or transfers.

STEP I - The aggrieved employee will meet, with or without representation, with their immediate supervisor within thirty (30) work days of the occurrence giving rise to the grievance. If the grievance is not settled or withdrawn in ten work (10) days of the meeting it shall be forwarded to Step II.

STEP II - The aggrieved employee shall submit their grievance in writing to the Library Director or his designee. The Director shall answer the grievance, in writing within ten (10) work days. If the grievance is not settled or withdrawn in ten (10) work days of the Director's answer it shall be forwarded to the next step.

STEP III - The Union shall submit the grievance, in writing, to the Personnel Officer or his/her designee. The Personnel Officer shall answer the grievance, in writing, within ten (10) work days. If the grievance is not settled or withdrawn in ten (10) workdays of the Personnel Officer's answer it shall be forwarded to the next step.

STEP IV The Union may demand arbitration by submitting a written statement to the Personnel Officer. Upon receipt of the demand, the Personnel Officer and the Union shall mutually attempt to select an Arbitrator. If mutual agreement is not reached within ten (10) work days, the Arbitrator shall be selected through the American Arbitration Association, and shall be subject to its rules.

a) The expenses of the Arbitrator shall be shared equally by the parties.

b) The Arbitrator shall not have the power to add to, delete from, or in any way modify this agreement.

c) The decision of the Arbitrator shall be final and binding.

GENERAL

a) Management or the Union may request a meeting to take place at Steps II, III, or IV of the procedure. In such case, no more than two (2) employees shall be given paid time off to attend the meeting.

b) The above time limits and steps may be waived by mutual agreement of the parties.

ARTICLE VIII - WAGES

1. Effective January 1, **2011** all regular full-time employees shall receive a **1% or $400, whichever is greater, general wage increase added to base salary**. Salaries will be as shown in Appendix A.

2. Effective January 1, **2012** all regular full-time employees shall receive a **2% general wage increase, added to base salary**. Salaries will be as shown in Appendix B.

3. Effective January 1, **2013** all regular full-time employees shall receive a **3% general wage increase, added to base salary**. Salaries will be as shown in Appendix C.

4. Effective January 1, **2014** all regular full-time employees shall receive a **3% general wage increase, added to base salary**. Salaries will be as shown in Appendix D.

5. Performance Step Increments

a. Each full-time employee who is at Step 4 or below shall receive a performance step on his/her anniversary date in title, provided that he/she has received a satisfactory performance evaluation. For the purposes of this salary plan, the term "anniversary date in title" (current title or grade) shall mean the day upon which the employee assumed the duties and responsibilities of a particular title, whether on a temporary, provisional, probationary or permanent basis, unless the assumption of the particular title is in the same pay grade as the employee's previous title as reflected in the records of the Department of Personnel.

b. Each unsatisfactory performance evaluation shall be accompanied by counseling, along with appropriate documentation which shall be transmitted to the employee during the course of the twelve (12) month period preceding his/her anniversary date in title.

c. Each employee who receives an unsatisfactory performance evaluation may utilize the following procedure:

(1) Upon written request from the employee within thirty (30) days after receipt of an unsatisfactory performance evaluation, the Director and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the Director shall provide to the employee a written determination which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

(2) Upon written request from the employee within ten (10) days after receipt of a determination affirming his unsatisfactory performance evaluation, the Personnel Officer and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the Personnel Officer shall provide to the employee a written decision which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

(3) Upon written request from the employee within ten (10) days after receipt of a decision from the Personnel Officer affirming his/her unsatisfactory performance evaluation, the Library Board or a Committee thereof and the employee shall meet as soon as practicable to review the said performance evaluation. The Board shall consider the unsatisfactory performance evaluation, the determination of the Director, the decision of the Personnel Officer and such other materials submitted by the parties, including oral testimony, which it deems relevant to the inquiry. The burden of proving unsatisfactory performance shall be upon the Library. Within thirty (30) days after the said meeting the Board shall issue to the parties a final and binding award which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

(4) Each employee who utilizes this procedure shall have the right to be represented by CSEA throughout the proceeding.

(5) This procedure shall be the sole and exclusive method by which an employee may seek review of an unsatisfactory performance evaluation.

d. Each employee who has been on leave of absence other than military, educational or Worker's Compensation for a cumulative period of more than six (6) months during the twelve (12) months immediately preceding his anniversary date in title shall not be eligible to receive a performance step increment.

e. For the purpose of administering the salary plan, the employee shall not be given step date seniority credit for the time spent on a leave of absence, except for military leave, educational, and Worker's Compensation Leave.

f. Nothing herein shall be construed to authorize any employee working less

6. Promotion

a. Each employee who is promoted shall receive the minimum salary for his/her new title, except as follows:

1. Where the minimum salary for the new title is lower than the salary received by the employee at the time of promotion, the employee shall receive a 5½% increase over their current base salary. In the event that the resulting salary does not correspond with a step in the new grade, the said salary shall be rounded up to the closest step in the new grade where it is less than performance step increment five (5) in grade.

2. Where the minimum salary for the new title is less than 5½% greater than the salary received by the employee at the time of promotion, the employee shall receive a 5½% increase over their current base salary. In the event that the resulting salary does not correspond with a step in the new grade, the said salary shall be rounded up to the closest step in the new grade where it is less than performance step increment five (5) in grade.

b. Where an employee who receives a salary greater than performance step increment five (5) in his/her grade at the time of promotion would be entitled to receive a salary greater than performance step increment five (5) in his/her new grade under the promotion formula set forth herein, he/she shall instead receive 7% of their current base salary.

7. Out-of Title Work Assignments - No person shall work in any title not appropriate to the duties to be performed except upon assignment by proper authority during a temporary emergency. Temporary emergency is defined as a situation that might impair

the department's goals or interfere with the proper discharge of its responsibilities, or present a clear danger to persons or property. Under no circumstances can the emergency exceed thirty (30) days. Work in excess of thirty (30) working days no longer constitutes a temporary emergency and thus shall be compensated for at the base salary of the position being filled, or an additional 5% of the employee's current salary, whichever is greater.

8. Overtime

a) Employees shall be paid overtime or given compensatory time, for all work performed in excess of thirty-seven and one-half hours in a payroll week. The time or pay shall be calculated at the rate of time and one-half.

b) The Director shall have the discretion to approve the option of paid overtime or compensatory time. Approval for paid overtime must be obtained in advance.

c) The Director or his designee shall approve the performance of all overtime hours.

d) Compensatory time shall be used by the employee within 120 days of its accrual. If in the event the Director does not allow the employee the time off within the above stated 120 days, a waiver for an additional 30 days shall be allowed. In no event shall compensatory time be carried over 150 days. Compensatory time accrued but not used shall be paid. Payment shall be calculated at the employee's rate of pay on day 151.

e) Employees called back to work (this does not include scheduled work, but only when an employee is called out to return to work), shall be paid one hour of straight time, and time and one-half for all work actually performed.

9. Mileage - Any employee using his own vehicle for library business, including commuting between libraries, will be reimbursed. The mileage rate shall be equal to the mileage allowance pursuant to Federal IRS regulations. Increases shall become effective concurrent with any IRS change. Any such use of personal vehicle must be approved in advance by the Director.

10. Longevity – All full-time employees will be paid longevity service payments upon completion of the following years of service:

Continuous Service	
10 - 14 years	$ 900
15 - 19 years	$1,100
20 - 24 years	$1,300
25 - 29 years	$1,500
30+ years	$1,700

Payments shall be made annually on or about November 1st, in the regular paycheck and a payroll factor shall be used for tax purposes.

When an employee leaves before November 1st, any longevity payments due will be paid in the final paycheck. An employee discharged for cause will not receive any longevity payment at time of separation.

ARTICLE IX - SENIORITY

1) Library seniority shall consist of the length of continuous full-time service as an employee of the Broome County Library and Binghamton Public Library. Title seniority shall consist of the length of continuous full-time service in the person's current job title. Leaves of absence shall not constitute a break in seniority, but shall not be counted towards full-time continuous service.

2) Layoff and Recall shall be handled in accordance with Civil Service Law, Section 80 for both competitive and non-competitive employees.

ARTICLE X - VACATIONS

1) Full-time regular employees shall earn vacation as follows:

- Employees with less than one (1) years service as of January 1, shall receive one day for each month of service, up to a maximum of ten (10) days.

- Employees with one (1) year but less than five (5) years shall receive ten (10) days vacation.

- Employees with five (5) years but less than ten (10) years shall receive fifteen (15) days vacation.
- Employees with ten (10) years but less than twenty-five (25) years shall receive twenty (20) days vacation.

- Employees with twenty-five (25) or more years of service shall receive twenty-five (25) days vacation.

2) Employees whose seniority date falls within the vacation year, shall receive the additional vacation due them, per the schedule, e.g., As of January 1, employee X has 4 years and 6 months of seniority, on January 1, he/she will receive 10 vacation days, and on July 1 (seniority date) will receive 5 additional days.

The vacation year shall run from January 1 through December 31. Vacation earned in one year is eligible to be taken the following year. An employee who has completed one

year of continuous service shall be entitled each year to a carry over of one (1) week only of accrued vacation. After five years of continuous service, an employee shall be entitled to carry over up to three (3) weeks accrued vacation with the approval of the Director. Notification of the intent to carry over three (3) weeks (or any portion thereof above the one-week limit) shall be made by December 1 of each year. Carry over shall be utilized in the calendar year following such carry over. Any authorized carryover days in excess of ten (10) days must be used or taken prior to any separation from employment and will not be paid at time of separation from employment.

3) Vacation shall be granted only at such time as work of the department will permit.

4) Vacation days which are to be deducted under this Agreement are to be only those days which the employee would have normally had to work. No vacation time is accumulative for any period when the employee is absent without pay.

5) Money for any vacation accumulated and/or accrued (earned but not yet credited) due an employee who retires will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation.

6) An employee discharged for cause will not receive payment for vacation time.

ARTICLE XI - HOLIDAYS

1. The Library shall consider the following days as holidays:

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Day After Christmas

2. If a holiday falls on a Saturday, when the Library would normally be open, the Library will be closed that day in celebration; any employee not scheduled to work that day shall receive seven and one-half hours compensatory time.

If a holiday falls on a Sunday the Library will not be closed on the following Monday. Instead any employee working on the Monday will be given seven and one-half (7 1/2) hours of compensatory time.

3. Employees required to work on any of the holidays listed above in No. 1 shall be paid time and one-half for all actual hours worked, in addition to the regular pay for that day.

4. Personal days – Employees shall be granted four (4) additional days paid leave per year. The days off shall only be granted at such time as the work of the Library will

permit. Employee shall not be allowed to carry over from year to year. Any unused personal time as of December 31st of each year will be converted to sick leave credits.

ARTICLE XII - SICK LEAVE

1. Application of Rule. After completion of one (1) month of continuous service, full-time regular employees shall accumulate sick leave at the rate of one day per month.

2. No credit for sick leave under this Article shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

3. Sick leave credits may accumulate to one hundred eighty-five (185) days (1387.5 hours.)

4. Sick leave with pay may be granted in accordance with this Article to an employee when incapacitated or unable to perform the duties of his position by reason of:

a. Sickness or injury.

b. Illness of the employee's spouse, child, parent, or household member up to twenty (20) days per year, where the employee's presence is necessary.

c. Maternity disability, which are periods of actual disability relating to pregnancy and recovery therefrom established as follows:

When in the opinion of the employee's physician, the employee is no longer able to perform the work or it is medically inadvisable to do so, then the maternity disability period will commence. Maternity disability will terminate on the date that the Doctor specifies as the date that the employee can reasonably return to work without injury to health as a result of the pregnancy. The Library can require written documentation from the physician as to commencement and termination dates of maternity disability.

d. Medical and Dental visits which can not be scheduled in other than normal working hours.

5. Notice of absence on sick leave - When absence is required under this Article, the employee shall report same to the Library 1/2 hour before his or her scheduled starting time. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Director, the absence shall not be deductible from sick leave but shall be considered as time off without pay. Exception to this rule will be for anyone regularly scheduled to begin work prior to 8:00 am. Special arrangements will be made by the

individual and the Director for calling in under these circumstances. Such arrangements will be reduced to writing.

6. Verification and proof of illness - Before absence for personal illness may be charged against accumulated sick leave credits the Director may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Library, by a physician designated by the Director.

In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination the Director finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Instead the time shall be without pay.

The Director shall not request a physician's statement from an employee without a sincere belief that the employee is abusing sick leave.

7. Transfer of sick leave credits - In case of transfer to another County department, accumulated sick leave shall be transferred with the employee, and he shall receive credit in the department to which he/she is transferred.

8. In the event that an employee is absent one-half day or less, sick leave will be charged, unless the Director approves the completion of an equivalent amount of compensatory time.

9. Abuse of sick leave shall be grounds for disciplinary action.

10. Good attendance shall be required.

ARTICLE XIII - LEAVE OF ABSENCE WITHOUT PAY

1. Application for Leave of Absence – **Any unpaid time for three (3) days or less may be approved by the Director or his/her designee. A leave of absence must be submitted for any absence over three (3) work days not covered by paid time off. If approved by the Director, the application must be submitted to the Personnel Department for approval. All leaves in excess of 90 days, with the exception of medical, shall also be submitted to the Library Board of Trustees for final approval.**

"Broome County recognizes the Family Medical Leave Act (FMLA) of 1993, which provides up to 12 weeks of unpaid leave in a 12 month period for qualifying employees. The maximum amount of leave will not exceed one year. Approval beyond the FMLA required period and CSEA disability period will be at the discretion of the employee's Department Head based on staffing, workload requirements and work record of the requesting employee."

2. Medical Leaves - All medical leaves, including Family Medical Leave Act (FMLA) qualifying leaves, regardless of duration, shall be submitted to the Director and then to the Personnel Officer for final approval. Medical documentation must be provided on prescribed forms provided by the Personnel Department before a medical leave will be approved. Leaves for extended illness shall not commence until all paid leave time is exhausted, except for leaves for Worker's Compensation.

3. Education Leave - Permanent employees may be granted leave of absence without pay for the period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

4. Leave to Accept Other County Employment - Leave of absence without pay not to exceed one year may be granted to a permanent employee to serve temporarily in another position in the competitive class. Leaves of absence without pay not to exceed one year must be granted to permanent employees to serve provisionally in another position in the competitive class within the same department. Leave requests for provisional appointments shall not be submitted to the Library Board regardless of their length. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class except with the approval of the Personnel Officer.

5. Child Care - An employee may request a leave without pay for the purpose of dependent child rearing. This is a discretionary leave and can be requested at the same time leave for extended illness for pregnancy is requested. Such leave may be requested for adoptions, as well.

6. Leave for other reasons - Leaves of absence without pay for reasons other than those cited in this Article shall be granted only in unusual circumstances, which justify the granting of such leave. For example, leave may be granted for the purpose of caring for a family member who is ill. An employee on an approved leave accepting other employment or becoming self-employed will be considered resigned from Broome County employment.

7. All salaries are based on 260 days per year for the purposes of figuring leaves of absence without pay.

8. When an employee is absent without authorized leave for a period of five (5) work days such absence shall be deemed to constitute a resignation, effective on the date of the commencement of such absence. The failure of the employee to return to his/her position within five (5) work days following the expiration of a leave of absence, or extension thereof, shall constitute a resignation which, for purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the

unauthorized absence of an employee of his/her failure to return to his/her position upon the expiration of an authorized leave of absence.

9. Except as may be otherwise provided herein, no fringe benefit authorized by this Agreement shall accrue while an employee is on a leave of absence without pay. Employees on a leave of absence because of a work related injury will not lose time for the purposes of longevity payment.

10. The maximum amount of leave shall be one (1) year, unless the Library Board specifically votes to extend the leave. Any extensions voted by the Board shall be at their sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely fashion.

ARTICLE XIV - MILITARY LEAVE OF ABSENCE

Military leaves of absence will be in accordance with the New York State Military Law.

ARTICLE XV - BEREAVEMENT LEAVE

1) The Library agrees to grant a bereavement leave in the event of a death in the immediate family of an employee covered by this Agreement. The employee shall be entitled, when such leave is required, to the next three (3) work days with regular pay to arrange for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-parents, foster parents, brother, sister, half brother, half sister, grandparents, grand-child, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee, or any other relative who is an actual member of the employee's household.

2) One (1) work day bereavement leave will be allowed to attend the funeral and/or burial of a sister-in-law, brother-in-law, grandparents of employee's spouse, and aunt or uncle of the employee or niece or nephew of the employee. The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time.

3) The employee may be granted more time than listed above, depending on the employees situation and circumstances, at the sole discretion of the Director or his/her designee. Such decision shall be non-grievable.

ARTICLE XVI

LEAVE FOR SUBPOENAED APPEARANCES AND JURY ATTENDANCE

Upon proof of the necessity of jury service an employee shall be granted a leave of absence with pay with no charge against leave credits.

ARTICLE XVII - INSURANCE

1a. When the statewide insurance plan becomes more cost-effective for Broome County and its employees than the current self-insured plan, the Public Employer reserves the right to switch insurance plans.

All employees eligible for health insurance coverage hired subsequent to January 1, 2011 will be eligible for medical insurance coverage in the Broome County RMSCO Advantage Plan only, on the first of the month following one month of employment. These employees electing to enroll in this Plan will be offered an opportunity to switch into another health plan offering, if desired, at the next open enrollment period following one year of enrollment in the Advantage Plan. Employees hired prior to January 1, 2011 may elect to enroll in the Advantage Plan beginning January 1, 2011. Those employees electing coverage under the Advantage Plan will have the opportunity to switch back into another health plan offering at the next open enrollment period following one year of coverage under the Advantage Plan. After this open enrollment period, employees will not be offered the opportunity to switch back into another plan offering.

b. Insurance eligible employees hired subsequent to January 1, 2011 shall pay 20% of the premium cost for employee and dependent coverage for the life of the contract.

Current employees as of January 1, 2011 will continue to pay 15% of the premium cost for employee and dependent coverage. Effective January 1, 2013, these employees will pay 16% of the premium cost for employee and dependent coverage. Effective January 1, 2014, these employees will pay 18% of the premium cost for employee and dependent coverage and effective December 31, 2014 these employees will pay 20% of the premium cost for employee and dependent coverage.

2. The County Health Plan shall include a managed care component and prescription card retail co-pay. **Effective January 1, 2011 the prescription card retail co-pay shall be as follows:**

Generic Prescription	**$ 5**
Formulary Brand Name Prescription	**$20**
Non-formulary Brand Name Prescription	**$35**
Mail Order Maintenance	2 retail co-pays for a 90-Day supply

Any 1 prescription filled must be limited to a 30 day supply.

3. The Library agrees to provide $5,000 worth of life insurance.

4. The Library agrees to provide workers compensation coverage.

5. The parties agree to re-open the contract for the purpose of review and revision of the current health benefits plan. The subject of disability insurance may be discussed should either party wish to address the issue.

6. The parties agree to re-open negotiations for the purpose of discussing the establishment of dental and vision insurance coverage.

ARTICLE XVIII - RETIREMENT

1. The Library agrees to participate in the New York State Retirement Program. The coverage shall include the Section 41(j) option (conversion of 165 days sick leave, current.)

ARTICLE XIX - HOURS

1. The work week for all employees in this unit shall be thirty-seven and one-half (37½) hours per week. Work schedules shall be determined by the Library Director or his designee.

2. Officers of the Union, upon proper notice, shall be allowed paid time off for processing grievances, and attendance at grievance hearings. Further, they shall be allowed paid time off for attendance at negotiations. All other time off shall be chargeable to vacation, compensatory time, or unpaid time off.

a) The Union President or designee shall be allowed a reasonable amount of paid time off for handling the CSEA business of the employees covered by this agreement.

b) In addition a maximum of ten (10) days per year for the unit may be used for attendance at CSEA sponsored conferences or workshops. The employees supervisor shall be given at least five (5) days notice in such cases.

ARTICLE XX - SAVINGS CLAUSE

Should any article, section or other portion thereof, of this Agreement be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision. All remaining provisions of this agreement shall continue to be in effect.

The waiver of any condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions of this agreement.

ARTICLE XXI - STATUTORY PROVISIONS

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

ARTICLE XXII - EMPLOYEE-EMPLOYER RELATIONS

1) The Director shall meet with the Union once a month to discuss and seek solutions to workplace issues and inequities, both immediate and future. The above shall not preclude more frequent meetings. Meetings shall take place at mutually agreeable times.

2) The Library agrees to provide a bulletin board for the exclusive use of the Union. However, the bulletin board shall not be used for partisan political material.

3) The Director may call staff meetings as necessary. Attendance shall be mandatory except where the employee is on approved time off, and no additional payments shall be necessary.

4) The Director shall meet with the Union once a month to discuss employee-employer concerns. The above meetings shall not preclude more frequent meetings. Meetings shall take place at mutually agreeable times.

5) CSEA shall not strike against any government, or assist or participate in any such strike or impose an obligation to conduct, assist or participate in such a strike.

6) If the Library should decide to interpret an existing clause of this agreement in a manner not consistent with acknowledged past practice, CSEA shall be notified in writing at least thirty (30) days prior to this change.

7) Health and Safety - The Library agrees to provide safe and healthful work environment for all employees, and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, video display terminal safety and health and safety in general. The above shall be within budgetary constrictions.

ARTICLE XXIII – DRUG TESTING

Upon reasonable suspicion regarding fitness for duty pursuant to NYS Civil Service Law Section 71, employees may be required to undergo drug and/or alcohol testing.

ARTICLE XXIV - TUITION & TRAINING FUND

A budgeted amount of $10,000 shall be established each year for the purpose of reimbursing employees for tuition for job related course work. Such courses shall be credit-bearing and shall directly affect the employee's current job or career development within Broome County Public Library. Reimbursement will be based on the attainment of at least a grade of C or better, application for reimbursement must be approved by the Director and Personnel Officer.

Such money shall also be used to allow employees to attend Library related training seminars and/or sessions. Such use of money must be approved by the Director and Personnel Officer.

ARTICLE XXV - SCOPE OF AGREEMENT

It is agreed by the parties that during the period covered by this Agreement neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement, enter into discussions relating to the terms and conditions of employment and the administration of grievances arising thereunder. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such agreement shall become effective as part of the collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

ARTICLE XXVI - TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 1, **2011** and shall remain in full force and effect until the 31st day of December 31, **2014**. In the event that written notice is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date.

FOR THE COUNTY:

BARABARA J. FIALA, COUNTY EXECUTIVE

3/31/11

THOMAS H. BEHAN, DIRECTOR OF EMPLOYEE RELATIONS

3/30/11

FOR THE LIBRARY BOARD:

THOMAS GRAY, PRESIDENT

3/30/11

FOR THE UNION:

MICHELLE FORD, PRESIDENT, CSEA UNIT 6150-01

3/30/11

JOANN MASTRONARDI, LABOR RELATIONS SPECIALIST, CSEA

03/29/11

APPENDIX A

2011 LIBRARY 37.5 HR. SALARY SCHEDULE - ANNUAL

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	18,687.00	19,202.00	19,729.00	20,274.00	20,831.00	21,412.00
2	19,626.00	20,168.00	20,723.00	21,301.00	21,890.00	22,504.00
3	20,620.00	21,190.00	21,775.00	22,381.00	23,004.00	23,644.00
4	21,666.00	22,267.00	22,887.00	23,527.00	24,187.00	24,861.00
5	22,615.00	23,409.00	24,049.00	24,730.00	25,428.00	26,143.00
6	23,933.00	24,607.00	25,291.00	26,000.00	26,733.00	27,492.00
7	25,165.00	25,872.00	26,594.00	27,347.00	28,120.00	28,910.00
8	26,458.00	27,209.00	27,970.00	28,762.00	29,579.00	30,414.00
9	27,828.00	28,621.00	29,417.00	30,257.00	31,115.00	31,996.00
10	29,268.00	30,098.00	30,948.00	31,834.00	32,744.00	33,672.00
11	30,788.00	31,667.00	32,564.00	33,497.00	34,453.00	35,433.00
12	32,395.00	33,319.00	34,269.00	35,248.00	36,258.00	37,300.00
13	34,091.00	35,064.00	36,060.00	37,101.00	38,164.00	39,261.00
14	35,878.00	36,907.00	37,961.00	39,051.00	40,177.00	41,340.00
15	37,759.00	38,843.00	39,958.00	41,118.00	42,333.00	43,607.00
16	39,746.00	40,898.00	42,096.00	43,362.00	44,659.00	46,000.00
17	41,865.00	43,123.00	44,265.00	45,745.00	47,121.00	48,527.00
18	44,172.00	45,495.00	46,856.00	48,269.00	49,711.00	51,198.00
19	46,597.00	48,003.00	49,435.00	50,915.00	52,447.00	54,018.00
20	49,159.00	50,640.00	52,150.00	53,721.00	55,333.00	56,987.00
21	51,866.00	53,428.00	55,020.00	56,673.00	58,371.00	60,122.00
22	54,718.00	56,357.00	58,047.00	59,791.00	61,585.00	63,429.00
23	57,720.00	59,460.00	61,238.00	63,078.00	64,970.00	66,920.00
24	60,900.00	62,735.00	64,607.00	66,551.00	68,548.00	70,597.00
25	64,250.00	66,176.00	68,163.00	70,212.00	72,312.00	74,479.00
26	67,790.00	69,823.00	71,913.00	74,071.00	76,292.00	78,580.00
27	71,510.00	73,661.00	75,861.00	78,139.00	80,484.00	82,907.00
28	75,443.00	77,708.00	80,034.00	82,440.00	84,911.00	87,459.00
29	79,590.00	81,991.00	84,434.00	86,977.00	89,579.00	92,267.00

APPENDIX B

2012 LIBRARY 37.5 HR. SALARY SCHEDULE - ANNUAL

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	19,061.00	19,586.00	20,124.00	20,679.00	21,248.00	21,840.00
2	20,019.00	20,571.00	21,137.00	21,727.00	22,328.00	22,954.00
3	21,032.00	21,614.00	22,211.00	22,829.00	23,464.00	24,117.00
4	22,099.00	22,712.00	23,345.00	23,998.00	24,671.00	25,358.00
5	23,067.00	23,877.00	24,530.00	25,225.00	25,937.00	26,666.00
6	24,412.00	25,099.00	25,797.00	26,520.00	27,268.00	28,042.00
7	25,668.00	26,389.00	27,126.00	27,894.00	28,682.00	29,488.00
8	26,987.00	27,753.00	28,529.00	29,337.00	30,171.00	31,022.00
9	28,385.00	29,193.00	30,005.00	30,862.00	31,737.00	32,636.00
10	29,853.00	30,700.00	31,567.00	32,471.00	33,399.00	34,345.00
11	31,404.00	32,300.00	33,215.00	34,167.00	35,142.00	36,142.00
12	33,043.00	33,985.00	34,954.00	35,953.00	36,983.00	38,046.00
13	34,773.00	35,765.00	36,781.00	37,843.00	38,927.00	40,046.00
14	36,596.00	37,645.00	38,720.00	39,832.00	40,981.00	42,167.00
15	38,514.00	39,620.00	40,757.00	41,940.00	43,180.00	44,479.00
16	40,541.00	41,716.00	42,938.00	44,229.00	45,552.00	46,920.00
17	42,702.00	43,985.00	45,150.00	46,660.00	48,063.00	49,498.00
18	45,055.00	46,405.00	47,793.00	49,234.00	50,705.00	52,222.00
19	47,529.00	48,963.00	50,424.00	51,933.00	53,496.00	55,098.00
20	50,142.00	51,653.00	53,193.00	54,795.00	56,440.00	58,127.00
21	52,903.00	54,497.00	56,120.00	57,806.00	59,538.00	61,324.00
22	55,812.00	57,484.00	59,208.00	60,987.00	62,817.00	64,698.00
23	58,874.00	60,649.00	62,463.00	64,340.00	66,269.00	68,258.00
24	62,118.00	63,990.00	65,899.00	67,882.00	69,919.00	72,009.00
25	65,535.00	67,500.00	69,526.00	71,616.00	73,758.00	75,969.00
26	69,146.00	71,219.00	73,351.00	75,552.00	77,818.00	80,152.00
27	72,940.00	75,134.00	77,378.00	79,702.00	82,094.00	84,565.00
28	76,952.00	79,262.00	81,635.00	84,089.00	86,609.00	89,208.00
29	81,182.00	83,631.00	86,123.00	88,717.00	91,371.00	94,112.00

APPENDIX C

2013 LIBRARY 37.5 HR. SALARY SCHEDULE - ANNUAL

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	19,633.00	20,174.00	20,728.00	21,299.00	21,885.00	22,495.00
2	20,620.00	21,188.00	21,771.00	22,379.00	22,998.00	23,643.00
3	21,663.00	22,262.00	22,877.00	23,514.00	24,168.00	24,841.00
4	22,762.00	23,393.00	24,045.00	24,718.00	25,411.00	26,119.00
5	23,759.00	24,593.00	25,266.00	25,982.00	26,715.00	27,466.00
6	25,144.00	25,852.00	26,571.00	27,316.00	28,086.00	28,883.00
7	26,438.00	27,181.00	27,940.00	28,731.00	29,542.00	30,373.00
8	27,797.00	28,586.00	29,385.00	30,217.00	31,076.00	31,953.00
9	29,237.00	30,069.00	30,905.00	31,788.00	32,689.00	33,615.00
10	30,749.00	31,621.00	32,514.00	33,445.00	34,401.00	35,375.00
11	32,346.00	33,269.00	34,211.00	35,192.00	36,196.00	37,226.00
12	34,034.00	35,005.00	36,003.00	37,032.00	38,092.00	39,187.00
13	35,816.00	36,838.00	37,884.00	38,978.00	40,095.00	41,247.00
14	37,694.00	38,774.00	39,882.00	41,027.00	42,210.00	43,432.00
15	39,669.00	40,809.00	41,980.00	43,198.00	44,475.00	45,813.00
16	41,757.00	42,967.00	44,226.00	45,556.00	46,919.00	48,328.00
17	43,983.00	45,305.00	46,505.00	48,060.00	49,505.00	50,983.00
18	46,407.00	47,797.00	49,227.00	50,711.00	52,226.00	53,789.00
19	48,955.00	50,432.00	51,937.00	53,491.00	55,101.00	56,751.00
20	51,646.00	53,203.00	54,789.00	56,439.00	58,133.00	59,871.00
21	54,490.00	56,132.00	57,804.00	59,540.00	61,324.00	63,164.00
22	57,486.00	59,209.00	60,984.00	62,817.00	64,702.00	66,639.00
23	60,640.00	62,468.00	64,337.00	66,270.00	68,257.00	70,306.00
24	63,982.00	65,910.00	67,876.00	69,918.00	72,017.00	74,169.00
25	67,501.00	69,525.00	71,612.00	73,764.00	75,971.00	78,248.00
26	71,220.00	73,356.00	75,552.00	77,819.00	80,153.00	82,557.00
27	75,128.00	77,388.00	79,699.00	82,093.00	84,557.00	87,102.00
28	79,261.00	81,640.00	84,084.00	86,612.00	89,207.00	91,884.00
29	83,617.00	86,140.00	88,707.00	91,379.00	94,112.00	96,935.00

APPENDIX D

2014 LIBRARY 37.5 HR. SALARY SCHEDULE - ANNUAL

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	20,222.00	20,779.00	21,350.00	21,938.00	22,542.00	23,170.00
2	21,239.00	21,824.00	22,424.00	23,050.00	23,688.00	24,352.00
3	22,313.00	22,930.00	23,563.00	24,219.00	24,893.00	25,586.00
4	23,445.00	24,095.00	24,766.00	25,460.00	26,173.00	26,903.00
5	24,472.00	25,331.00	26,024.00	26,761.00	27,516.00	28,290.00
6	25,898.00	26,628.00	27,368.00	28,135.00	28,929.00	29,749.00
7	27,231.00	27,996.00	28,778.00	29,593.00	30,428.00	31,284.00
8	28,631.00	29,444.00	30,267.00	31,124.00	32,008.00	32,912.00
9	30,114.00	30,971.00	31,832.00	32,742.00	33,670.00	34,623.00
10	31,671.00	32,570.00	33,489.00	34,448.00	35,433.00	36,436.00
11	33,316.00	34,267.00	35,237.00	36,248.00	37,282.00	38,343.00
12	35,055.00	36,055.00	37,083.00	38,143.00	39,235.00	40,363.00
13	36,890.00	37,943.00	39,021.00	40,147.00	41,298.00	42,484.00
14	38,825.00	39,937.00	41,078.00	42,258.00	43,476.00	44,735.00
15	40,859.00	42,033.00	43,239.00	44,494.00	45,809.00	47,187.00
16	43,010.00	44,256.00	45,553.00	46,923.00	48,327.00	49,778.00
17	45,302.00	46,664.00	47,900.00	49,502.00	50,990.00	52,512.00
18	47,799.00	49,231.00	50,704.00	52,232.00	53,793.00	55,403.00
19	50,424.00	51,945.00	53,495.00	55,096.00	56,754.00	58,454.00
20	53,195.00	54,799.00	56,433.00	58,132.00	59,877.00	61,667.00
21	56,125.00	57,816.00	59,538.00	61,326.00	63,164.00	65,059.00
22	59,211.00	60,985.00	62,814.00	64,702.00	66,643.00	68,638.00
23	62,459.00	64,342.00	66,267.00	68,258.00	70,305.00	72,415.00
24	65,901.00	67,887.00	69,912.00	72,016.00	74,178.00	76,394.00
25	69,526.00	71,611.00	73,760.00	75,977.00	78,250.00	80,595.00
26	73,357.00	75,557.00	77,819.00	80,154.00	82,558.00	85,034.00
27	77,382.00	79,710.00	82,090.00	84,556.00	87,094.00	89,715.00
28	81,639.00	84,089.00	86,607.00	89,210.00	91,883.00	94,641.00
29	86,126.00	88,724.00	91,368.00	94,120.00	96,935.00	99,843.00