

# AGREEMENT

by and between the

WESTHAMPTON FREE LIBRARY

and the

WESTHAMPTON LIBRARY STAFF ASSOCIATION  
NYSUT, AFT, NEA, and AFL-CIO

2025-2028

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**AGREEMENT** made on this \_\_\_ day of \_\_\_\_\_ 2025 by and between The Westhampton Free Library and the Westhampton Library Staff Association, NYSUT, AFT, NEA, AFL-CIO (the “Union”).

## **ARTICLE 1 – RECOGNITION**

Effective September 2, 2015, the Library recognizes the Westhampton Library Staff Association, NYSUT, AFT, NEA, and AFL-CIO as the exclusive collective bargaining representative of the employees in the following appropriate unit:

**Unit: Included:** Full-Time Idea Place Programmer, Full-Time Reader’s Advisory Specialist, Full-Time Adult Reference Librarian, Full-Time Young Adult Librarian, Full-Time Adult Programmer, Non-Supervisory Full-Time Tween Programmer, Part-Time Young Adult Librarian, Part-Time Adult Reference Librarian, Part-Time Technical Services Librarian, Part-Time Idea Place Librarian, Full-Time Library Assistant, Part-Time Library Assistant, Full-Time Circulation Clerk, Full-Time Circulation Assistant/Programming Assistant, Part-Time Page, Part-Time Circulation Clerk, Part-Time Young Adult Clerk, Part-time Computer/Digital Services Clerk, Part-Time Technical Services Clerk, Part-Time Reference Clerk, Part-time Technical Services Page; effective November 15, 2017, Full-Time and Part-Time Librarian Trainee and Full-Time and Part-Time Idea Place Librarian Trainee; effective December 18, 2018, Full-Time and Part-Time Clerk and Full-Time and Part-Time Librarian; effective April 9, 2019, Programmer and Programmer with MLS Full-Time; effective July 7, 2021, Full-Time and Part-Time Technician; effective July 1, 2022, Full-Time and Part-Time Digital Services Technician; and, effective October 26, 2022, Full-Time and Part-Time Bilingual Clerk, Full-Time and Part-Time Bilingual Librarian and Full-Time and Part-Time Bilingual Library Assistant.

**Excluded:** All other employees including, but not limited to, Substitutes (“Subs”), Temporary Employees, Library Director, Department Heads, Art Gallery and ESL Liaison, Business Managers, Directors of Operations, Guards, and Managers and Supervisors as defined by the Act.

## **ARTICLE 2 – EMPLOYMENT STATUS**

A full-time employee is one who works 30 or more regularly scheduled hours per week or an employee who has been designated as “full-time” pursuant to the Library’s “Employment Status” policy in effect at the time the employee was hired.

A part-time employee is one who works fewer than 30 regularly scheduled hours per week, except as noted in the above paragraph.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

Except as expressly limited by a specific provision of this Agreement or federal or State law, the Library reserves the right to determine the standards, levels, duration, quantity and quality of the services it will provide, to determine the location and relocation of its facilities or parts thereof; to maintain the efficiency of its operations; to effect technological changes; to set the standards

of selection for employment, to determine and regulate initial work schedules; to modify work schedules; to determine work locations; to hire, evaluate, reassign, transfer, promote, demote, discipline and terminate its employees, and the procedures relating thereto; to establish and implement other reasonable work rules; to determine the type and scope of work to be performed and how it will be performed, and the procedures relating thereto; to require overtime work and by whom, when and how it will be performed, and the procedures relating thereto; to assign employees to one or more work titles as it may elect; and to take all necessary actions to carry out its mission in emergencies.

## **ARTICLE 4 – UNION SECURITY/RIGHTS**

### **A. UNION DUES**

All unit members must pay either Union dues or the equivalent agency fees. Within 30 calendar days after the initial date of employment all employees who are bargaining unit members as defined in Article 1 (“Recognition”) will be required to either (i) become a member of the Union and pay membership dues, or (ii) pay an agency fee to the Union.

For purposes of this Article, an “agency fee” is a fee charged by the Union to employees who do not wish to become members of the Union. The payment of agency fees to the Union represents that portion of the membership dues routinely charged to Union members related to collective bargaining and contract administration purposes, which is lawfully chargeable to nonmembers.

The Union will establish the amount of the agency fee in accordance with applicable law. Bargaining unit members who choose to be agency fee payers will pay the Union membership dues and will be eligible to receive an annual refund from the Union of the difference between membership dues and agency fees in accordance with applicable law.

The Union and NYSUT agree that they will indemnify and save and hold the Library and any and all of its employees, representatives, officers and/or members of the Board of Trustees harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Library or any of its employees, representatives, officers and/or members of the Board of Trustees for the purpose of complying with the agency fees and dues deduction provisions of this Agreement and/or State or federal law. Any actions that may arise out of criminal and/or intentional tortious acts on the part of the Library or its employees, representatives, officers and/or members of the Board of Trustees, that are not attributable to an act or omission by NYSUT, the Union or its agents, are excluded from the indemnification and hold harmless obligations in the preceding sentence.

The previous paragraph will become null and void as to future actions or claims if the N.Y. Court of Appeals, the U.S. Court of Appeals for the Second Circuit, the U.S. Supreme Court, or other federal or State law deems that the deduction of union dues and/or agency fees is illegal, and the Library continues to make those deductions after receiving a cease-and-desist letter from NYSUT regarding same.

## **B. PAYROLL DEDUCTION OF UNION DUES**

All bargaining unit members must pay their Union dues through automatic payroll deduction and will complete a NYSUT Payroll Authorization of Dues Deduction form. Upon receipt of authorization from an employee, the Library will, pursuant to the authorization, deduct from the wages due to the employee in each pay period the regular dues fixed by the Union. The first deduction will not be required to be made earlier than the first pay period following completion of the employee's first 30 calendar days of employment.

The Library will be relieved from making Union dues deductions upon: (a) termination of employment; (b) transfer or reassignment to a title outside the bargaining unit; (c) layoff from work; (d) a leave of absence approved by the Library; or (e) revocation of the Union dues authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Library will immediately resume the obligation of making the deductions, except that deductions for previously terminated employees will require a new dues deduction authorization form. The Library will not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, fails to receive sufficient salary to equal the dues deduction.

By not later than 15 calendar days after the first regularly scheduled Board of Trustees meeting of the month, the Library will remit to the Union via paper check all deductions for dues for the preceding month. The Library will also provide to the Union President a list of all bargaining unit members, their biweekly earnings, and the amount of dues deducted from each employee's paycheck(s) including any bargaining unit member(s) for whom dues were not deducted and transmitted pursuant to this Article, and the reason for same.

It is specifically agreed that the Library assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union and NYSUT agree that they will indemnify and save and hold the Library and any and all of its employees, representatives, officers and/or members of the Board of Trustees harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Library or any of its employees, representatives, officers and/or members of the Board of Trustees for the purpose of complying with the payroll deductions of agency fees and Union dues pursuant to this Agreement and/or State or federal law. Any actions that may arise out of criminal and/or intentional tortious acts on the part of the Library or its employees, representatives, officers and/or members of the Board of Trustees, which are not attributable to an act or omission by NYSUT, the Union or its agents, are excluded from the indemnification and hold harmless obligations in the preceding sentence. Once the funds are remitted to the Union, their disposition will be the sole and exclusive obligation and responsibility of NYSUT and the Union.

The previous paragraph will become null and void as to future actions or claims if the N.Y. Court of Appeals, the U.S. Court of Appeals for the Second Circuit, the U.S. Supreme Court, or other federal or State law deems that the deduction of union dues and/or agency fees is illegal, and the Library continues to make those deductions after receiving a cease-and-desist letter from NYSUT regarding same.

## C. UNION RIGHTS

1. The Library will notify the Union of each employee who is newly-hired into a position within the bargaining unit within five business days after the personnel report regarding the employee's hiring has been approved by the Board of Trustees.
2. The Library will notify the Union of each bargaining unit member who voluntarily separates from employment with the Library within five business days after the personnel report regarding the employee's voluntary separation has been approved by the Board of Trustees. The Library will also notify the Unit President when an employee becomes ineligible to remain in the bargaining unit, within five business days after the date on which the employee is removed from the unit.
3. The Library will provide access to a bulletin board in the break area for the posting of official Union business and communications.
4. The Union may use the Library's internal mailboxes to disseminate official Union business information and correspondence to unit members.
5. The Union may maintain, for exclusive Union business only, a locked file cabinet that will be placed in a location within the Library to be agreed upon by the Library Director and the Unit President.
6. The Union will be allowed use of the Library's public photocopiers and printers, within reason. For prints or copies more than 20 pages, the Union will reimburse the Library at the rate per page that is charged to the public. The use of the Library's public photocopiers and printers may not disrupt Library operations.
7. The Union may request the use of available space for general membership meetings on a periodic basis, but not more than once per month, unless otherwise approved by the Library Director. The request will be made to the Library Director or her/his designee and will detail the preferred date and time. Permission to use the meeting space will not be unreasonably withheld.
8. The Library will provide the Union with a list of all bargaining unit employees on an annual basis as well as upon written request by the Union, not more than four times per year. The list will include, to the extent known, the unit members' name, home address, cell phone number, home phone number, personal email address, job title, date of hire and salary.

## **D. DUE PROCESS**

A unit member is entitled to Union representation at a disciplinary interview to the extent required by the National Labor Relations Act. When an interview may lead to discipline, an employee has the right to request Union representation during the interview. During a non-disciplinary meeting with a Supervisor, if the subject of the meeting evolves into a disciplinary interview, the unit member may assert her/his right to have Union representation. In that event, the interview will be suspended for a reasonable period of time in order to afford the unit member an opportunity to obtain representation.

## **ARTICLE 5 - HEALTH AND SAFETY**

The Library will continue to provide a safe and productive workplace that is free from recognized hazards that cause, or are likely to cause, physical or mental harm.

If an employee believes that conditions in her/his work area threaten her/his health or safety, threaten the health or safety of a patron, or prevent her/him from performing her/his duties, the employee will promptly notify her/his immediate Supervisor, or other available Library representative, who will provide appropriate relief to the extent possible. In an emergency situation, the employee will be permitted to immediately evacuate her/his work area.

Effective September 8, 2021, the Library and the Union knowingly, explicitly, and voluntarily waive the NY HERO Act's requirements as set forth in N.Y. Labor Law §§ 218-b and 27-d. The parties agree that these requirements have instead been satisfied as set forth in the Library's "Infectious Disease and Community Spread Policy" and the "Westhampton Free Library Public Health Emergency Plan." In the event that the Library's "Infectious Disease and Community Spread Policy" and the "Westhampton Free Library Public Health Emergency Plan" are amended at any time to remove references to the reporting of health and safety concerns and the anti-discrimination protections, or any other protections pursuant to the NY HERO Act, the parties will collectively bargain the proposed changes to the Policies with regard to any matters waived.

The Library's health and safety committee, in consultation with the Union, has developed and executed a contingency safety plan, including a building evacuation plan, to deal with fires, threats, and other emergencies that will be updated as needed.

## **ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee ("LMC"), consisting of the Library Director and up to three additional individuals designated by the Library Director, and the Unit President and up to three additional individuals designated by the Unit President, will meet to discuss matters including, but not limited to, use of the Sick Leave/Catastrophic Property Damage Pool (pursuant to Article 18) and any other matters mutually agreed upon in writing by the parties and ratified/approved by the Board of Trustees. These meetings will be held at a mutually convenient time for all the parties participating in the meetings. All decisions made by the LMC will be final and not subject to the Grievance Procedure (Article 9) or any other third-party review.

## **ARTICLE 7 - ORIENTATION FOR NEW EMPLOYEES**

All new employees hired into a position within the bargaining unit will be issued a copy of the Library's "New Employee Packet" that will include, but is not limited to, a copy of the Collective Bargaining Agreement, a benefits checklist, a job description, and the Library's Personnel Policy Handbook. Some or all of these items may be electronically provided. The Library will allow a Union representative 10 minutes during the workday to address new unit members during their first week of employment.

## **ARTICLE 8 - PROBATIONARY PERIOD**

The probationary period for newly-hired employees will be six months from the first day actually worked by the employee. During the probationary period, the Library may discharge or discipline a probationer in its sole, non-reviewable discretion, but the probationer is otherwise covered by the provisions of this Agreement. In the event a probationary employee is terminated, the Union will be notified as soon as is practicable, but not later than five calendar days after the personnel report regarding the employee's termination has been approved by the Board of Trustees.

During the probationary period, the Director or her/his designee will prepare employee evaluations on a monthly basis. If, at the conclusion of the six-month probationary period, the Director determines that the employee's performance has been satisfactory, the employee will be granted either full-time or part-time status.

Paid time off will accrue but will not be available to the employee during the probationary period. Benefits will be prorated during the employee's first year of employment based on date of hire. If the employee is terminated prior to or at the conclusion of the probationary period, no accrued time off will be paid to the employee.

All newly-hired librarians will receive Librarian-in-Charge training within the first three months of employment. All currently employed librarians will receive refresher training on an annual basis.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **A. Definitions:**

1. "Grievance" will mean a claimed violation, misinterpretation or inequitable application of a specific provision of this Agreement and will specifically exclude any other matter such as, but not limited to, employee discipline, matters otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law. Also excluded from the definition of a "grievance" are any matters covered by CBA Article: 1 ("Recognition"); 2 ("Employment Status"); 3 ("Management Rights"); 5 ("Health and Safety"); 9 ("Grievance Procedure"); 11 ("Disciplinary Procedure"); 12(A &D) ("Personnel Files"); 13 ("Review and Evaluation"); 15 ("Professional Development"), except for the first and last paragraphs; 18 ("Sick Leave/Catastrophic Property Damage Pool"), except paragraphs "1", "6" and "7;" Article

21 C (“Flex Spending Account”); 26 (“Attendance and Punctuality”); 30 (“Miscellaneous”); 31 (“Separability”); 33 (“Duration”); and any provision(s) in this Agreement that state that they are in the Library’s/Library Director’s/designee’s sole, non-reviewable discretion.

**B. Basic Principles:**

1. To the extent permitted by law, an employee will have the right to be represented at any stage of this procedure by another employee, an attorney or Union representative of the employee’s choice, to the extent that choice does not unreasonably delay the grievance process. When an employee is not represented by the Union, the Union will have the right to be present and receive copies of written decisions. The Union will not be liable for any fees incurred by a representative not first approved by it.

2. Failure of the employee and/or the Union to comply with this procedure and/or to file/appeal the grievance/decision within the contractually prescribed timelines will result in the dismissal of the grievance, with prejudice.

3. If a decision is not communicated within the specified time limits, the grievance will be deemed to have been denied, and the aggrieved party may proceed to the next procedural stage.

4. The parties may agree, in writing, to extend any of the time frames set forth in this Grievance Procedure.

C. When a grievant is required by the Library to attend meetings or hearings pursuant to this Grievance Procedure during her/his/their scheduled work hours, she/he/they will be paid at her/his/their regular rate for the time spent attending those meetings/hearings.

**D. Procedures:**

**Step 1:**

a. The aggrieved employee will, within 30 calendar days of when the employee knew or should have known about the complaint about the matter, submit a written grievance to the Department Head or designee on the attached form. All information must be fully completed on the form at the time of submission, or the grievance will not be further processed and will be deemed dismissed.

b. The Department Head or designee will render a written determination on the grievance within 14 calendar days and will communicate same to the grievant and the Union. If the Department Head does not have the authority to resolve the grievance, she/he/they will respond to the grievance with the phrase “The grievance cannot be resolved at this step.”

c. If the grievance is not resolved at this stage, the employee may proceed to Step 2.

**Step 2:**

a. Within 14 calendar days after a determination has been made at Step 1, the employee may make a written request to the Library Director or designee for review and determination of the Step 1 decision. The request will set forth the specific nature of the grievance, the Agreement provision(s) allegedly violated, all relevant facts relating to the grievance, the determination previously rendered, and the relief sought.

b. The Library Director or designee may, in her/his discretion, direct that the employee attend an informal meeting where the employee will, with or without representatives at her/his discretion, appear and present oral and written statements supplementing their position in the appeal. The hearing will be held within seven calendar days of receipt of the written statement pursuant to paragraph 2(a).

c. The Library Director or designee will render a written determination within 14 calendar days after the written statements pursuant to paragraph 2(a) have been presented to the Library Director, or the informal meeting held pursuant to paragraph 2(b), whichever is later.

**Step 3:**

a. If the Union is unsatisfied with the Library Director's determination, it will, within 14 calendar days from its receipt of that determination, file with the Library Director or designee a written demand for a hearing before the Board of Trustees that will include the fully completed grievance and the date on which the Union received the Library Director's or designee's determination.

b. The Board of Trustees will hear the grievance within 30 calendar days, unless extenuating circumstances occur, in which case the grievance will be heard as soon as is practicable after the 30 calendar days have expired. The Board of Trustees will then have 30 calendar days within which to issue its written decision, which will be final and binding, except as to grievances that are eligible to proceed to Step 4.

**Step 4: (FOR GRIEVANCES INVOLVING EMPLOYEES WHO ARE REGULARLY SCHEDULED TO WORK 10 OR MORE HOURS PER PAY PERIOD)**

a. If the Union is not satisfied with the Board of Trustees' determination, it will, within 14 calendar days from its receipt of that determination, file with the Library Director or designee a written demand for arbitration, that will include the fully completed grievance and the date on which the Union received the Board of Trustees' determination.

b. Binding arbitration will be conducted before an arbitrator to be selected from a panel comprised of the following arbitrators: Jay Siegel, Phil Maier, Melinda Gordon and Marlene Gold. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should

this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, NLRB or court jurisdiction, or other third-party review.

c. Arbitrators will be selected on a rotating basis and written notification of the arbitrator selected will be sent out on a form to be prepared by the Library. Arbitrations will be assigned to arbitrators in the order in which they are received by the Director. The Director's assignment of arbitrators will constitute a ministerial act and will not constitute an agreement that the Library believes the grievance/arbitration demand to have been timely filed or as having merit.

The arbitrator will, within 30 calendar days from the Arbitrator's closing of the record, including any post-hearing submissions, issue a written report to the Library's and the Union's representatives, containing a statement of the Arbitrator's findings of fact, reasoning, conclusions and recommendation(s) on the submitted issues. The Arbitrator will have no authority to recommend the modification, alteration, addition to, or subtraction from, any of the terms of this Agreement, will be bound by its express terms, and will be without power or authority to make any recommendation(s) that would require the commission of an act prohibited by law.

d. The cost of arbitration will be shared equally by the parties.

## **ARTICLE 10 - COUNSELING PROCEDURE**

The Library will engage in employee counseling, when appropriate, to provide employees with notice of deficiencies and an opportunity to improve.

If the employee is not meeting the Library's standards of behavior or performance, the employee's Supervisor will take the following actions:

- Meet with the employee to discuss the matter;
- Inform the employee of the nature of the perceived problem;
- Receive the employee's response;
- Advise the employee of the action(s) necessary to correct the problem, to the extent necessary; and
- Prepare an incident report summarizing the details of the meeting with the employee and, if necessary, directing the employee regarding ways to correct the behavior or deficiency.

When a complaint is made to the Director, she/he/they may, in her/his/their sole discretion, choose to take the actions described above in place of the Supervisor. In addition, where

extraordinary circumstances exist or when requested by an employee or Supervisor, the Director or her/his designee will be present during the Supervisor's counseling meeting.

Following the meeting with the Supervisor, the employee will be given a form on which to submit a written response to the Director within seven calendar days. If the form is not received within seven calendar days, then the employee forfeits her/his right to later request that the Library further review the matter.

If there is a second occurrence, the Supervisor or the Library Director will hold another meeting with the employee and may take action as she/he/they deems appropriate including, but not limited to:

- Issuing a written reprimand to the employee; and/or
- Issuing a written warning to the employee that a third incident will result in more severe disciplinary action, up to and including termination of employment.

In cases involving severe misconduct, the Library may disregard the counseling procedures and take immediate disciplinary action, up to and including termination of employment.

The Library may disregard some or all of the progressive counseling procedures described above where an employee exhibits similar, but not necessarily identical, behavioral issues or work-related deficiencies within a one-year time frame.

## **ARTICLE 11 - DISCIPLINARY PROCEDURE**

"Discipline" is defined as a suspension without pay or termination. It does not include any other employment action including, but not limited to, progressive counseling, counseling memoranda, verbal warnings or written warnings.

The Library will observe the basic principles of "just cause" when addressing disciplinary matters. If the Library decides to discipline an employee pursuant to this Article, it may do so in its sole discretion and when it so chooses.

The affected employee may later challenge the disciplinary action taken by the Library pursuant to the timelines and procedure outlined in Article 9 ("Grievance Procedure"), starting at Step 2 (Library Director). It is understood by the parties that any appeal of the Library's decision to discipline an employee is explicitly limited to the issue of: "Whether the disciplinary action taken was arbitrary and capricious."

The Library will notify the Union within two calendar days of any disciplinary action taken involving a unit member.

## **ARTICLE 12 - PERSONNEL FILES**

**A.** There will be one official personnel file per employee that will not contain any confidential or medical information and will be maintained in the Director of Operations' office.

The Library may, in its sole, non-reviewable discretion, maintain an additional file(s) per employee containing, among other things, medical and confidential information. Employees will only have access to their official personnel file.

**B.** Employees will receive notification when documents relating to their performance are placed in their personnel file.

**C.** No false, or inaccurate material will be placed in any personnel file. Material proven to be false or inaccurate will be corrected or expunged, as appropriate.

**D.** Materials containing patron names will be redacted to remove identifying information about the patron.

**E.** Employees will be given 10 calendar days to respond to any material placed in their personnel file. The respective employee will sign and date the material to acknowledge that she/he/they has received and read it, with the understanding that the signature merely indicates she/he/they has read the material and not whether she/he/they agrees or disagrees with it. A photocopy of the signed document will be given to the employee. An employee's written response will be attached to the respective document in the personnel file.

**F.** Employees will have the right to inspect and photocopy and/or scan at no charge the contents of their personnel file during normal business hours or by appointment within two business days of the initial request. An employee-chosen Union representative may accompany employees while they review the file.

**G.** After one year, an employee may submit a request to have certain materials expunged. The Library will have the sole, non-reviewable discretion to grant or deny the request.

**H.** Employees will have the ability to review their timecards online.

## **ARTICLE 13 - REVIEW AND EVALUATION**

An Annual Review program will be used to review and evaluate employee performance.

The primary purpose of the Annual Review Program is to further the professional growth of employees by identifying their strengths and areas for improvement and to apply clearly understood criteria in a manner that will encourage professional development and improve performance.

Employees who experience problems in performance will be promptly advised of their deficiencies and given appropriate supervisory attention that may include but is not limited to, guidance, mentoring and counseling memoranda, to improve their performance. It is understood that none of these methods will be considered disciplinary.

The Annual Review process at the Library will take place as follows:

1. Employees will receive their Annual Reviews on or before June 15th.
2. In advance of the Annual Review meeting, each employee's Supervisor(s) will complete the Employee Evaluation Form (see Appendix C). The employee may write and submit within 10 calendar days of the evaluation a response to be appended to the evaluation.
3. During the Annual Review meeting, the Supervisor and employee will review the completed Employee Evaluation Form. The form will include the signatures of the employee and the Supervisor and will be placed in the employee's personnel file.

#### **ARTICLE 14 - VACANCIES, PROMOTIONS, AND HIRING**

The Library will internally post vacant bargaining unit positions for a period of not less than seven calendar days before externally posting the position. Job postings will include the job title, job description and necessary qualifications.

Employees who change positions within the Library will receive a job description for the new position. In addition, they will undergo a three-month training period during which they will be paid at the salary rate for the new position. These employees will not lose their eligibility for holidays, vacation or sick days, or benefits. Upon the successful completion of the training period, employees will be entitled to and will receive any increased benefits that are included with the new position, retroactive to the date on which their training period commenced. If the Library, in its sole discretion, determines that the employee performs better in her/his prior position, the employee will be reassigned to the position she/he/they worked immediately prior to the training period.

#### **ARTICLE 15 - PROFESSIONAL DEVELOPMENT**

A one-time Professional Development Fund has been established in the amount of \$43,000. This fund will not be replenished in whole or in part by the Library upon its exhaustion, absent a written agreement by the parties that is ratified and approved by the Board of Trustees.

The Fund will continue to be administered solely by the Union Professional Development Committee in accordance with the procedure below. It will be used to pay for conferences, professional development, classes, memberships in associations, or any other professional development-related purposes that have been approved by the Union Professional Development Committee, as set forth below. All unit members are eligible to apply for, but are not guaranteed to receive, funding. The Union Professional Development Committee will strive to equitably distribute the fund among applicants.

Procedure:

- All requests to withdraw from the Fund must be made in writing to the Union Professional Development Committee. Review of submitted requests will be done on non-working time.
- The applicant will receive a written determination from the Union Professional Development Committee regarding her/his application. The Library Director will simultaneously receive a copy of the written determination for all recommended applications. The Library Director will then review the Union Professional Development Committee's recommendation and will approve the application unless working conditions do not permit the employee's attendance at that time.
- Employees will not be permitted to use the Fund to attend the same conference for more than three consecutive years.
- The Library Director will determine, in her/his sole, non-reviewable discretion, which employee(s) attend Library-funded conferences and other professional development opportunities ("conferences") each year and will take into consideration the Union's and Library's desire to diversify the opportunity(ies) for full-time and part-time staff from various departments to attend these conferences from year-to-year. The Professional Development Fund will not be debited for the employee(s) sent to these conferences by the Library Director, or for costs associated with same.
- Notwithstanding the above, the Union Professional Development Committee may select additional unit members to attend all conferences. All costs associated with same, including the cost of a substitute employee(s) for the employee(s) attending the conference(s) (if necessary), will be debited from the Professional Development Fund.
- All expenses must be submitted to the Library Director for placement on the next Board Meeting Agenda so that they can be reviewed and approved by the Board of Trustees. Reimbursements for conference-related expenses that are not tuition or fee based will be subject to the Library's Meeting and Conference Attendance Policy. The Board will not unreasonably deny requests for expense payments or reimbursements from the Fund.

## **ARTICLE 16 – SCHEDULES**

**A.** The Library is a seven day per week operation. Therefore, work hours scheduled on any day of the week will count towards required hours. Part-time employees may work up to 29.5 hours per workweek, and full-time employees may work up to 35 hours per workweek. Employees may work additional hours only when preapproved by the Director or her/his designee.

**B.** “Regularly scheduled hours” will be defined as the number of hours an employee is regularly scheduled to work per pay period. This number will be determined by dividing the number of hours she/he/they is regularly scheduled to work in a year (which does not include coverage hours) by 26. “Coverage hours” are defined as additional hours worked beyond the employee’s regularly-scheduled hours, excluding overtime beyond 40 hours in a workweek.

**C.** Employees will be given as much advance notice as is practicable of changes to regularly scheduled dates and times of work and changes will be made after considering employee input.

**D.** A paid rest period of 15 minutes will be provided to every employee when work conditions permit and will be scheduled by the employee’s Supervisor in consultation with the employee. Employees are required to remain on the Library premises during this period. Employees are not required to sign in and out for each break. Employees are expected to be punctual in starting and ending their breaks and may be subject to disciplinary action for tardiness.

**E.** Employees are entitled to meal breaks, consistent with the Library’s “Breaks” Policy. Meal breaks are not compensated as working time. Employees are required to record the time they leave for and return from, each meal break using the Library’s timekeeping system.

**F.** Staff schedules will be posted in a manner to be determined by the Library, in its sole discretion, no less than one month in advance, to the extent possible.

**G.** If 16 additional hours or less per pay period are added to the schedule, the hours will first be offered to qualified currently-employed bargaining unit members who work 10 or less hours per pay period before they are offered to other unit or non-unit members in accordance with Article 14 (“Vacancies, Promotions and Hiring”) or a new position is created. The Director, in her/his/their sole, non-reviewable discretion, may choose among the applicants who meet these criteria.

**H.** Coverage hours on Sundays continue to be paid at their applicable rates below.

**I.** “Overtime” is defined as time actually worked in excess of 40 hours in a workweek and will be paid at a rate of 1.5x the employee’s regular rate of pay. Time off for sick leave, personal leave, holidays, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. When the Library does not have adequate staff present at work to meet its operating or other needs, employees may be required to work overtime hours. Employees must receive prior written authorization from their Department Head/Supervisor prior to performing any overtime work.

**J.** “Gap time” is defined as hours worked in excess of any full-time employee’s regularly scheduled hours in a week, excluding coverage hours. It is earned at a rate of 1.5x for each gap time hour worked and will be paid out in the employee’s next paycheck. Gap time may not be taken as time off without prior written authorization from the Library Director or her/his

designee. If the Library Director or her/his designee approves that the time be taken as time off, it must be taken within the pay period in which it is earned.

**K.** If an employee is assigned by a Supervisor to perform a discrete task from home, the work will be completed within a pre-approved, agreed-upon time frame. For tasks that take up to one hour of time to complete, employees will be paid a minimum of one hour at their regular rate of pay. For tasks that require more than one hour to complete, employees will be paid their regular hourly rate of pay. If an employee expects that a task will take longer than the previously agreed-upon timeframe to complete, the employee must notify the Supervisor and receive approval for the additional time before continuing the task. Effective July 1, 2022, all equipment requests will be directed to the Director who will evaluate in the request in the Director's/designee's sole, non-reviewable discretion. If the request is approved, the Head of Digital Services will facilitate the distribution, downloading, and installation of any needed devices or technology, including software, data, office laptops or cell phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace under the Library Director's direction in the Library's/Library Director's/designee's sole, non-reviewable discretion.

**L.** The Library may schedule up to two Staff Development Days per year. The Union will be granted 30 minutes of time during each Staff Development Day to address its membership. Employees will be paid at their regular rate of pay for all hours spent attending Staff Development Day(s) including, at a minimum, all regularly scheduled hours for the day(s).

**M.** When meetings and trainings are held during employees' regularly scheduled hours, employees are required to attend or to use paid time off for the absence. Employees who are not regularly scheduled to work on days on which the Library is conducting meetings and trainings are strongly encouraged to attend and will be paid for time spent at the meeting/training. In addition, part-time employees who are scheduled to work on a day where the Library closes early due to a meeting or training and who are excused by the Director from attending the meeting/training will be paid for their regularly scheduled hours for that day. In any case, employees must notify their immediate Supervisor as soon as possible if they will be unable to attend a meeting/training.

**N.** If the Library needs to assign employees to fill open shifts (formerly known as "subbing" and hereafter known as "coverage") from Memorial Day through Labor Day, inclusive, it may choose, in its sole, non-reviewable discretion, which employees (from within or outside of the bargaining unit) perform that work.

**O.** If the Library needs to assign employees to perform coverage between Labor Day and Memorial Day, exclusive, and has at least 24 hours' notice of the need, the Library must first offer the opportunity to unit members. Unit members must respond to the offer within four hours. The Library may then choose among those who have volunteered. The choice is at the Library's sole, non-reviewable discretion.

**P.** If the Library needs to assign employees to perform coverage between Labor Day and Memorial Day, exclusive, and does not have at least 24 hours' notice of the need, it may choose in its sole, non-reviewable discretion who will fill the opening.

**Q.** Employees will be paid their regular rate to fill the open/coverage shifts, unless their regular rate exceeds the rates below, in which case they will be paid at the following rates:

	25-26	26-27	27-28
Page	Min. Wage +.10	Min. Wage +.10	Min. Wage +.10
Page Trainer	Min. Wage +\$1.00	Min. Wage + \$1.00	Min. Wage +\$1.00
Clerk	\$19.31	\$19.79	\$20.28
Librarian Assistant	\$23.65	\$24.24	\$24.84
Librarian	\$32.75	\$33.57	\$33.11

Full-time and Part-Time Clerks and Reference Assistants (including those employees who have been “grandfathered” pursuant to the Library’s Employment Status Policy) will be paid their regular rate for the first 20 hours of coverage per year, after which the maximum coverage rate will apply.

Effective July 1, 2022, when a non-Librarian unit member serves as a substitute outside of her/his/their permanently-assigned title (*i.e.*, a Page substitutes for a Clerk or a Digital Services Technician substitutes for a Clerk), the employee will be compensated at the “New Hire Rate” then in effect for the title in which the unit member substitutes.

**R.** Temporary Assignment of Hours. A temporary assignment of hours is defined as “hours and/or positions that extend beyond two weeks. When the need for a temporary assignment of hours and/or position occurs, the supervisor will notify unit members via e-mail and the posting will remain open internally for no less than 24 hours and no more than 72 hours. The posting will include the temporary assignment’s job title, job description and any necessary qualifications. Unit members will be given the opportunity to interview for these temporary hours and/or positions. The supervisor has the sole, non-reviewable discretion to fill the position.

Unit members will receive prorated benefits in accordance with Articles 8 and 14 of this Agreement for temporary hours and/or positions created by vacancies longer than two weeks in duration, and will be compensated at their regular rate of pay for same.

## **ARTICLE 17 - PAID TIME OFF (“PTO”)**

### **A. PTO POT (PERSONAL AND VACATION)**

Employees will be entitled to a set number of hours of paid time off (hereafter referred to as the “PTO pot”) that includes vacation and personal leave time. The hours may be used interchangeably for vacation and/or personal time. The established benefit year is the calendar year January 1 to December 31. Any accrued and unused PTO will be carried over into the subsequent calendar year. PTO will be prorated during the employee’s first and last year of employment.

Full-time employees who work 70 hours per pay period will receive, on an annual basis, 168 vacation and personal hours during years one through four of their employment, plus an additional seven hours for the fifth year of employment and for every five years of service thereafter.

Full-time employees who work 60 hours per pay period will receive, on an annual basis, 144 vacation and personal hours during years one through four of their employment, plus an additional six hours for the fifth year of employment and for every five years of service thereafter.

Full-time employees who, pursuant to the Library’s prior Employment Status Policy, work 50 hours per pay period will receive, on an annual basis, 120 vacation and personal hours during years one through four of their employment, plus an additional five hours for the fifth year of employment and for every five years of service thereafter.

Part-time employees who work 10 hours or more per pay period will annually receive seven vacation and personal hours plus an additional amount of vacation and personal hours that is equal to 75% of their regularly scheduled hours in a payroll period during year one through four of their employment, plus an additional five hours for the fifth year of employment and for every five years thereafter.

Part-time employees who work fewer than 10 hours in a pay period will receive, on an annual basis, five hours plus an additional amount of vacation and personal hours that is equal to 50% of their regularly scheduled hours in a payroll period during year one through four of their employment, plus an additional five hours for the fifth year of employment and for every five years thereafter.

Unused, accrued PTO, prorated for the employee’s first and last years of employment, up to 250 hours or exceeded hours if the cap was exceeded, will be paid upon a voluntary termination/separation from employment, provided that the employee gives advanced written notice to the Director, as follows:

Clerical, Page, and part-time staff: two weeks of advance notice

Full-time Librarians, Librarian Trainees, Library Assistants, and Programmers: four weeks of advance notice

Employees who have been involuntarily terminated will not receive a payout for accrued and unused PTO.

Each calendar year, on December 31, all employees will be capped at a maximum of 250 hours of PTO (Personal and Vacation) time that may be carried over into the successive calendar year. Employees may exceed the 250 hours with newly granted PTO time on January 1 but cannot exceed the 250 hours as of December 31.

Any hours an employee has in excess of 250 as of December 31 of each calendar year will be placed in the Sick Leave/Catastrophic Property Damage Pool set forth in Article 18 of the CBA. Notwithstanding the preceding sentence, any employee who on December 31, 2019, had more than 250 hours of PTO (Personal and Vacation) time accumulated, has been afforded an individual/personal PTO cap which for the remainder of her/his service at the Library at the number of hours that the employee had accumulated as of December 31, 2019. All hours that exceed an employee's individual/personal PTO cap as of December 31 of each calendar year will also be placed in the Article 18 Pool.

## **B. HOLIDAYS**

The following days are recognized as Library Holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Easter
- Good Friday (Library closes at 12:30 pm)
- Mothers' Day
- Memorial Day
- Fathers' Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Yom Kippur
- Veterans Day
- Thanksgiving
- Day after Thanksgiving (Staff are to report at 1:00. The Library opens at 1:30 pm)
- Christmas Eve
- Christmas Day
- New Year's Eve

Each employee will annually receive a predetermined number of hours of time off for holidays, known as a “holiday pot.”

For full-time employees, holiday pot hours must be used for all of the above-listed holidays if an employee is scheduled to work on that day or on the day designated by the Library as the observed holiday. If a full-time employee is not scheduled to work on the holiday or the observed holiday, the employee may use accrued holiday time on a different day that is preapproved by the employee’s Supervisor.

For full-time employees who wish to take holiday time off for the full day on a holiday during which the Library experiences only a partial closure, or on a day not listed in this Article, employees must first request and receive pre-approval, in writing, from their Supervisor.

Full-time employees will receive holiday leave as follows:

- Employees who work 70 hours or more per pay period – 144 hours.
- Employees who work 60 hours or more per pay period – 125 hours.
- Employees who work 50 hours or more per pay period – 106 hours.

Part-time employees may use holiday time off on Library-recognized holidays, or on a different day that is pre-approved by the employee’s Supervisor, but the employee need not be scheduled to work on the holiday(s)/pre-approved non-Library holiday in order to receive paid time off for the day. In addition, when part-time employees use holiday hours on a day that is a holiday/observed holiday/pre-approved non-Library holiday, the employee may not work more than her/his regularly scheduled hours for the week, absent approval for additional hours by the employee’s Supervisor.

Part-time employees who work more than 10 hours in a pay period will receive 32 hours of holiday time off. Part-time employees who work fewer than 10 hours per pay period will receive four hours of holiday time off. For all employees, the number of hours taken from the “holiday pot,” when used, will be consistent with the employee’s regularly scheduled hours for that day of the week. If any of the holiday pot hours remain unused at the end of the calendar year, they will be donated to the Catastrophic Sick Leave/Property Damage Pool.

Part-time employees who are regularly scheduled to work seven or more hours on Mondays will receive additional floating holidays in the amount of two times the number of hours regularly scheduled to be worked on a Monday added to the holiday pot. Effective July 1, 2022, part-time employees who are regularly scheduled to work between four and seven hours on a Monday will receive an additional hour of floating holiday time added to the holiday pot.

To receive compensation for a holiday, an employee must be at work on the scheduled workdays immediately preceding and immediately following the actual/observed holiday, unless the employee receives pre-approval for the use of paid time off on one or both of those days. If an eligible employee is absent on one or both of these days because of illness or injury, the Library reserves the right to verify the reason for the absence before approving compensated time for that holiday.

The Library recognizes that some eligible employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Library's regular holiday schedule. Accordingly, eligible employees who desire to take a day off with compensation for those reasons will be permitted to use their accrued (non-sick) leave time, inclusive of the holiday pot, to do so, provided that the eligible employee's absence from work will not result in undue hardship on the Library.

In the event the Library closes on a new Federal Holiday or, effective July 1, 2022, a New York State Holiday, it will be added automatically to the contractual list of Holidays and 10 hours will be added to the full-time holiday pot and five hours will be added to the part-time holiday pot.

Holiday Time will be prorated utilizing the current practice established by the Library for both part-time and full-time employees.

Effective July 1, 2022, accrued, unused holiday hours will be carried over into the subsequent calendar year as follows: Full-time employees may carry over up to 50 hours of holiday time per calendar year and part-time employees may carry over up to 25 hours of holiday time per calendar year.

### **C. SICK LEAVE**

The established benefit year is the calendar year from January 1 through December 31. Sick time will be pro-rated during the employee's first year and last year of employment. Sick time can accumulate from year to year to a maximum of 250 hours.

Full-time employees will receive sick time using the following formula: ((regularly scheduled hours per pay period) x (1.2)). For example, full-time employees who work 70 hours per pay period will receive 40 hours of NYS Sick Leave and 44 hours of sick time per calendar year; full-time employees who work 60 hours per pay period will receive 40 hours of NYS Sick Leave and 32 hours of sick time per calendar year; and employees who work 50 hours per pay period will receive 40 hours of NYS Sick Leave and 20 hours of sick time per calendar year.

Part-time employees who work 10 or more regularly scheduled hours per pay period will receive 40 hours of NYS Sick Leave per calendar year. example,

Part-time employees who work fewer than 10 regularly scheduled hours per pay period will 1 hour of NYS Sick Leave for every 30 hours worked.

Effective July 1, 2022, sick leave may be used for the employee or for a family member for whom the employee is providing care or assistance with care. The term "family member" means an employee's child ("child" means a biological, adopted or foster child, a legal ward or a child for whom the employee is standing in loco parentis), spouse, domestic partner, parent ("parent" means a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child), sibling, grandchild, grandparent, or the child or parent of an employee's spouse or domestic partner.

Sick leave may be used for the following reasons:

1. For a mental or physical illness, injury, or health condition, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time the employee requests the leave.
2. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care.
3. For an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking:
  - a. to obtain services from a domestic violence shelter, rape crisis center or other services program;
  - b. to participate in safety planning, temporarily or permanently relocate, or take any other action to increase the safety of the employee or the employee's family members;
  - c. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
  - d. to file a complaint or domestic incident report with law enforcement;
  - e. to meet with a district attorney's office;
  - f. to enroll children in a new school; or
  - g. to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

The reasons outlined in 3(a) through 3(g) above must be "related to" the domestic violence, family offense, sexual offense, stalking, or human trafficking. The individual who commits the offense(s) is not eligible for these leave benefits.

Upon return to work, an employee will be restored to the same position that he or she held prior to using sick leave, with the same pay and other terms and conditions of employment.

**The Library reserves the right to require verification of sick leave eligibility from the employee's health care provider for illnesses lasting three or more consecutive workdays or shifts.**

Employees who have accrued NYS paid sick leave on December 31st may exercise the voluntary option of using and receiving payment for NYS paid sick leave ( up to a maximum of 40 hours) prior to the end of a calendar year and may carry over the unused accrued NYS paid leave ; or employees may carry over unused accrued NYS paid sick leave. The carryover of accrued NYS

paid sick leave is not subject to a cap. There is a maximum payment of 40 hours of accrued NYS paid sick annually.

Any full-time employee who exercises their option to be paid out time that has been earned as per the NYS sick leave law up to 40 hours on December 31, of the year in which it was earned, loses its eligibility to a sick bonus if the payout of NYS sick leave time is greater than \$500. All other full-time employees who do not choose the payout option, or their payout of NYS sick leave is less than \$500 will not lose their eligibility for the sick bonus if it applies. The sick bonus is \$500 for any full-time employee who does not use any sick time in a calendar year.

Unused sick time will not be paid out upon involuntary termination. Unused sick time (including NYS Sick Leave and Sick Leave) up to 250 hours\* will be paid out upon voluntary separation from Library employment, provided that the employee gives the required amount of notice to the director, in writing, as set forth below:

Clerical, Page and part-time staff : two weeks of advance notice

Full-time Librarians, Librarian Trainees, Library Assistants and Programmers :  
four weeks of advance notice

\*For employees who have accrued less than 250 sick time hours as of their last year of employment, the amount of hours accrued in the last year of employment for which the employee may be paid out will be prorated by the number of completed months of service at the time of voluntary separation from Library employment.

In addition to the benefits provided herein, the Library and the Association have agreed to incorporate the benefits of the NYS Sick Leave law §196-b and the Library's relevant "Sick Time Policy", including the definitions, parameters, usage of sick time, payout benefits, and carryover herein. In the event, the Library's "Sick Time Policy" is amended at any time to remove references to the reporting of health and safety concerns and the accompanying anti-discrimination protections, or any other benefits or protections pursuant to the NYS Sick Leave law §196-b, the parties will collectively bargain the proposed changes to the Policy with regards to any matters waived. To that end, it is understood and agreed that employees will be paid at their regular rate of pay as defined by applicable law with NYS Paid Sick Leave is used. Where an employee has multiple rates of pay, the regular rate will be the weighted average of the employee's multiple rates of pay for the week, based on the number of hours worked at each rate. The weighted average is the total regular pay divided by the total number of hours worked in the week. When NYS Paid Sick Leave is paid out, employees who work in multiple job titles will be paid at the rate (for all NYS paid sick leave time up to 40 hours) in the department in which they worked 10 or more hours, otherwise the employee will be paid the average of the multiple permanent rates.

Sick time accruals will be rounded up to the nearest quarter-hour, effective the second week in January (beginning in January 2023), for awarded and carried over time.

## **ARTICLE 18 - SICK LEAVE/CATASTROPHIC PROPERTY DAMAGE POOL**

1. The Sick Leave/Catastrophic Property Damage pool will be established by combining the “status quo” bargaining unit sick/catastrophic pool hours with a donation of all employee sick leave accruals in excess of 210 hours as of November 15, 2017.

2. Employees may volunteer to donate sick leave hours to the Sick Leave/Catastrophic Property Damage pool once per year. The number of hours donated may not reduce the donating employee’s sick leave balance to less than 84 hours for full-time employees and 25 hours for part-time employees. Employees who have accrued more than 210 hours of sick time must annually donate the excess sick leave hours to the pool. Employees who are on a leave of absence are ineligible to donate to the pool. If an employee perceives that there is a discrepancy in the Library’s records of her/his accrued sick time, the employee must first contact the Director of Operations or her/his designee to attempt to resolve the dispute.

3. Any employee who wishes to use the pool will submit a written request to the LMC, which will then determine, in its sole, non-reviewable discretion, whether the employee will be granted access to the pool.

4. Employees must meet all of the following conditions in order to be eligible to receive donated days from the Sick Leave/Catastrophic Property Damage Pool:

- a. Part-time employees must have previously made a one-time donation of at least two hours of sick leave to the pool and full-time employees must have previously made a one-time donation of at least five hours to the pool; and
- b. The employee must have suffered or must be suffering from a catastrophic loss to her/his personal or real property, due to either a natural disaster or fire, that has caused the employee to be absent for at least 10 consecutive scheduled workdays; or
- c. The employee or a member of her/his immediate family (defined as a spouse, parent, child, or other family member living in the employee’s household) suffers from a medically certified illness, injury, impairment, or physical or mental condition that has caused the receiving employee to be absent for at least 10 consecutive scheduled workdays; and
- d. The employee has exhausted her/his accumulated sick leave and other paid time off.

5. Each qualifying employee may receive up to four weeks per calendar year of donated time for sick leave pursuant to this Article. For catastrophic property damage leave pursuant to this Article, each qualifying employee may receive up to two weeks per calendar year of donated time. The LMC’s determinations will not be subject to review pursuant to the grievance procedure or in any other forum.

6. Eligible employees who wish to use this Pool during a Family and Medical Leave Act (also known as “FMLA”) leave of absence may do so after first exhausting all accrued paid time off, including sick leave.

7. If the Pool falls below 100 hours, each part-time employee must donate two sick leave hours, and each full-time employee must donate five sick leave hours, to the Pool. This mandatory donation may be made using non-sick PTO and will not be subject to the 84-hour threshold for full-time employees and the 25-hour threshold for part-time employees, as noted in the first paragraph of this Article.

8. Upon returning from a leave of absence pursuant to this Article, employees will be advanced one week’s worth of sick leave time that would otherwise have accrued in the following year, to be used until December 31 of the year in which the leave was initiated. All unused, advanced sick leave time will be permitted to be used in the following calendar year, but no additional sick leave time will be granted beyond the employee’s annual sick leave allotment, absent extenuating circumstances. Any advanced sick leave time is subject to be recouped on a prorated basis by the Library if an employee terminates her/his employment in the year from which the days were advanced.

## **ARTICLE 19 – LEAVES**

### **A. SHORT-TERM LEAVE OF ABSENCE**

A short-term leave of absence is defined as an absence lasting two pay periods or less. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have abandoned her/his position and to have voluntarily terminated her/his employment.

### **B. USE OF COMBINED PAID/UNPAID LEAVE**

Employees must use all paid time off and sick leave prior to being eligible for unpaid leave of absence.

Where an employee wishes to take an extended leave, she/he/they may only take a combined six weeks of paid and unpaid leave during any one leave period.

In order to be eligible for subsequent periods of unpaid leave during a calendar year, the employee must have worked at least one-half of her/his regularly scheduled hours (including paid time off and sick leave) in the 12 months immediately preceding the employee’s second/additional unpaid leave request.

This Section will not apply to intermittent unpaid leave requests of up to two workdays in duration. Those requests must be made with advance written notice to the Director, who will, in her/his sole, non-reviewable discretion, approve or deny the request as soon as is practicable.

### **C. PERSONAL LONG-TERM LEAVE OF ABSENCE**

An employee's request for an unpaid leave of absence of up to one year for personal reasons will not be unreasonably denied. The request must be submitted in writing to the Library Director for her/his approval, in her/his sole, non-reviewable discretion, at least 30 calendar days in advance of the date on which the leave is proposed to commence. In the event of multiple personal leave requests within a one-month time period, priority will be given to employees based on Library-wide seniority. The 30 calendar day timeframes may be waived at the discretion of the Director.

An employee must also provide the Library Director with at least 30 calendar days prior written notice for a request to extend a leave. The Library Director or her/his designee will make a determination on the leave extension request, including the duration of any approved leave extension(s), which will be subject to approval by the Board of Trustees at the Library's next regularly scheduled Board meeting, absent extenuating circumstances. The 30 calendar day timeframes may be waived at the discretion of the Director.

Employees who are on an unpaid personal leave of absence may not perform work for any other employer during that leave. This section will not apply to intermittent unpaid leave requests of up to two workdays in duration. Those request must be made with advance written notice to the Director, who will, in his/her sole, non-reviewable discretion, approve or deny the request as is practicable.

If an employee fails to return to work at the conclusion of an approved leave of absence, or approved extension of the leave, the employee will be considered to have abandoned her/his position and to have voluntarily terminated her/his employment.

### **D. JURY DUTY/SUBPOENAS**

Employees must notify their immediate Supervisor upon receiving a jury summons or subpoena. Employees who are participating in jury duty or testifying as a subpoenaed witness in a judicial proceeding will receive up to 10 workdays off with full pay. Thereafter, employees may use accrued and unused PTO to continue to be paid in full for a leave pursuant to this section.

Employees will be required to reimburse the Library for any payment(s) issued by the court to the employee for jury services, provided that the employee receives payment from the Library for all or a portion of the day.

### **E. BEREAVEMENT LEAVE**

Employees will be granted a paid leave of up to five workdays in the event of a death in the immediate family (wife, husband, registered domestic partner, mother, father, parents-in-law, children, step-children, foster children, grandchildren, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, grandparent, aunt, uncle, niece, or nephew), or any relative living in the employee's home, or miscarriage by the employee or his/her spouse/registered domestic partner. These days need not be successive, but must be taken within 30 calendar days of the first leave day. There is no limit to the number of bereavement leaves an employee may take in a

year. The Library, in its sole, non-reviewable discretion, may grant bereavement leave in the event of the death of other members of the family, close friends or coworkers.

**F. SENIORITY WHILE ON LEAVE**

Seniority will continue to accrue while an employee is on the payroll during a leave of absence. Once the employee begins taking unpaid leave, her/his seniority accruals will cease, with the exception of intermittent unpaid days off of no more than four consecutive workdays.

**ARTICLE 20 - UNFORESEEN CLOSURES/WEATHER EMERGENCIES**

The Library will consider the Westhampton Beach School District and/or declared states of emergency when deciding whether to close or alter its hours for weather-related closings.

Employees are expected to report for work during inclement weather if the Library does not declare an emergency closing. Employees who are unable to report because of weather conditions will be given the opportunity to make up their missed time if work schedules and conditions permit. Employees may elect to use personal or vacation time in order to be paid for a day on which they are unable to report to work due to inclement weather.

The Director or designee, in her/his sole, non-reviewable discretion, will make all decisions with regard to delayed openings and early closings. When the Library has a delayed opening, employees who are regularly scheduled to work on that day and who report to work at the delayed opening time will be paid at their straight time rate of pay for all regularly scheduled hours for that day. In the event of an early closing, employees who are required to leave work early will be paid at their straight time rate of pay for all regularly scheduled hours for that day.

The Director or designee, in her/his sole, non-reviewable discretion, will also make all decisions with regard to closing the Library for the entire day as a result of severe weather or other emergencies. In the event of an all-day closure, employees who were scheduled to work on that day will be paid for the number of hours for which they were scheduled to work. Employees who have already advised that Library of their intent to use paid time off or sick leave will not receive compensation in addition to the use of their paid time off/sick leave.

**ARTICLE 21 - BENEFIT PLANS**

Employees who are regularly scheduled to work 60 or more hours per pay period (or who are “grandfathered” as full-time employees pursuant to the Library’s prior Employment Status Policy) are eligible to participate in the Library’s benefits program. The Library does not offer health insurance to part-time employees.

**A. MEDICAL, DENTAL AND VISION INSURANCE**

The Library will pay 90% of the monthly premium costs for individual health, dental and vision benefits. Employees will contribute 10% of the monthly premium through a pre-tax payroll deduction.

For employees who are requesting any coverage for tiers above individual coverage (employee with child, employee and spouse, full family) the Library will contribute 90% of the monthly premium costs for individual health benefits (medical, dental and vision) at the individual rate, and the employee will contribute 10% of the monthly individual premium rate. In addition, the Library will contribute 50% of the monthly premium for the additional tiers of coverage; the employee will be required to contribute the remaining 50%. All employee premium contributions will be made on a pre-tax payroll deduction basis.

The Library reserves the right to unilaterally change the health, dental and vision plans it provides to employees, so long as the plan benefits are comparable to those in effect on November 15, 2017. The Unit President will be given advanced notice of the Library's intent to change health, dental or vision plan(s) and a copy of the summary plan description(s) for review.

### **B. 403(b) PLAN**

All employees will be eligible to participate in the Library's 403(b) plan through the Teachers Insurance and Annuity Association of America ("TIAA"). The Library will contribute a net amount of 5% of each participating full-time employee's base salary each year through monthly direct-deposit contributions. Full-time and part-time employees may also make voluntary supplemental contributions in accordance with the Library's Retirement Benefit Policy.

### **C. Flex Spending Account**

Effective July 1, 2022, the Flex Spending Account and Dependent Care option will be available to all unit members at member cost. The Library will pay the administration fee while the employee is employed. The Flex Plan's terms will be governed by the Plan and will not subject to the parties' grievance and arbitration procedure.

## **ARTICLE 22 - NYSUT MEMBER BENEFITS**

The Library will permit employees to authorize payroll deductions to voluntarily purchase benefits administered by the NYSUT Benefit Trust. The Union and NYSUT agree that they will indemnify and save and hold the Library and any and all of its employees, representatives, officers and/or members of the Board of Trustees harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Library or any of its employees, representatives, officers and/or members of the Board of Trustees for the purpose of complying with this Article. Any actions that may arise out of criminal and/or intentional tortious acts on the part of the Library or its employees, representatives, officers and/or members of the Board of Trustees, that are not attributable to an act or omission by NYSUT, the Union or its agents, are excluded from the indemnification and hold harmless obligations in the preceding sentence.

## **ARTICLE 23 - LAYOFF AND RECALL**

Notice of a layoff will be provided to the affected employee(s) as soon as is practicable.

The layoff of full-time employees will be made within the affected job title and will be based upon seniority in the job title (*i.e.*, employees with the least experience in the affected job title will be laid off first). The recall of full-time employees will be made within the affected job title and will be based upon Library-wide seniority, provided that the recalled employee's skills, training, qualifications, experience and disciplinary records are determined to be equal to or better than those of other less senior employees on the preferred eligible list.

The layoff of part-time employees with at least 10 fully completed years of service with the Library will be made within the affected job title and will be based upon seniority in the job title (*i.e.*, employees with the least experience in the affected job title will be laid off first). The recall of part-time employees with at least 10 fully completed years of service with the Library will be made within the affected job title and will be based upon Library-wide seniority, provided that the recalled employee's skills, training, qualifications, experience and disciplinary records are determined to be equal to or better than those of other less senior employees on the preferred eligible list.

A laid-off employee will be placed on a so-called "preferred eligible list" (based upon job title and employment status; *i.e.*, full-time or part-time) for two years from the effective date of the layoff. While on the preferred eligible list, an employee(s) will not receive/accrue additional sick leave or any other paid time off. The preferred eligible list will be used to fill positions that become available to the extent that an employee(s) on the list has previously worked in the job title of the available position. The employee will have seven calendar days from the date of the letter notifying the employee of her/his potential recall from the preferred eligible list in which to notify the Library Director or designee in writing about whether the employee wishes to be recalled.

In the event of a layoff of any employee not covered by the above paragraphs, the NYSUT Labor Relations Specialist and the Unit President will have the right to meet with the Library Director or designee within seven calendar days after the Union receives notice of the layoff to discuss the reason(s) why the employee(s) was/were laid-off.

## **ARTICLE 24 – SEVERANCE**

The Library agrees to provide severance pay based on the following conditions:

1. An employee may either choose to receive severance pay as described below or choose to remain on the recall list as described in Article 23 ("Layoff and Recall"). Within two years, an employee who chooses to remain on the recall list may choose to remove her/his name from the recall list and receive severance pay.
2. As a condition of receiving severance, an employee must waive any right to recall and execute a release in a form acceptable to the Library.
3. Any outstanding advances or money owed to the Library, for any reason, will be deducted from the severance payment.

4. Employees whose employment is severed pursuant to this Article will receive a severance payment as follows:
  - a. Non-probationary employees with up to three years of service with the Library before being placed on the preferred eligible list: two weeks' salary.
  - b. Employees with three to five years of service with the Library before being placed on the preferred eligible list: three weeks' salary.
  - c. Employees with more than five years of service with the Library before being placed on the preferred eligible list: four weeks' salary.  
All amounts are subject to any applicable taxes and withholdings.
5. In addition to a severance payment as described above, the employee will be paid her/his accrued, unused sick leave and other paid time off in accordance with Article 17 ("Paid Time Off ("PTO")"), which will be prorated for the first year of employment and the last year of employment (*i.e.*, the year on which the employee was placed on the preferred eligible list).
6. If an employee voluntarily resigns in lieu of termination or is involuntarily terminated, the employee will not be entitled to receive severance benefits.

## **ARTICLE 25 – SALARIES**

Salary increases effective July 1, , 2025, July 1, 2026 and July 1,2027 are attached as Appendix E.

The full-time salaries listed in Appendix E are based on 35 regularly scheduled hours per week and will be prorated accordingly for employees who work 25 or 30 regularly scheduled hours per week and are considered "fulltime" pursuant to the Library's "Employment Status" policy in effect at the time she/he/they was hired.

### **Longevity:**

Longevity is based on years of total service (in all titles) to the Library and on the eligible employee's anniversary date of initial hire (or, where there is a break in service, date of rehire).

Longevity payments will be added to the eligible employee's base salary on the July 1 following the year in which the longevity is earned based upon the table below. Longevities that have already been earned by eligible employees, up to and including the 2018-2019 year, will be added to the employee's base salary effective July 1, 2019. All longevities will be cumulative. There will be a maximum of six longevities throughout the duration of employment at years 5,

10, 15, 20, 25, and, effective July 1, 2022, 30. Eligible employees who have already reached 30 years of service as of July 1, 2022, will prospectively receive the longevity payment.

Employees who work fewer than 10 hours per pay period will not be entitled to receive longevity payments. Librarians are not entitled to longevity payments.

	Amount	
Pages	5	\$75
Clericals	10	\$100
Clerical Assistants	15	\$125
Digital Services Technician	20	\$150
	25	\$175
	30	\$350
	Years of Service	Amount
Library Trainees	5	\$100
Library Assistants	10	\$150
	15	\$200
	20	\$250
	25	\$175
	30	\$350

**Librarian Experience Stipend (PT, Programmers, and FT)**

Effective March 16, 2025, new hires in the titles of Librarian (PT, Programmer, and FT) will receive an annual experience stipend in the amounts listed below. These stipends are in addition to the base salary in effect at the time of hire. Experience is defined as years of work with the New York Public Librarian Certification in active status from date of acquired New York State Public Librarian Certification. The certification must be in active status for the duration of the stipend.

Effective March 16, 2025, all current unit members in these titles will be no longer be eligible for the longevity stipends in the table above and instead will be credited annually with the experience stipend that coincides with their total years of experience in the title(s). All previous longevity stipends earned in these titles will be replaced by the experience stipend. Employees who work fewer than 10 hours per pay period will not be entitled to receive the experience stipend.

The stipends are not cumulative.

3 to 5 years	\$1,500
5+ to 7 years	\$3,000
7+ to 10 years	\$4,500
10+ years	\$5,000

**Part-Time to Full-Time Salary:**

**Change of Status:**

In the event that a part-time employee becomes a full-time employee, the initial salary for the employee will be established based upon the following calculation:

Initial placement will be on the 2018-2019 years of service schedule. After placement, salary increases to the schedule that have occurred each year since 2018-2019 will be applied to placement base salary.

The Employee's credited full-time years of service for salary placement (up to a maximum of five years) will be determined by calculating the number of hours the employee worked as a part-time employee and then converting those overall hours to full-time service (rounded up) in proportion to the 1820 hours as the full-time annual equivalent.

Example- Part-time Librarian X has worked 20 hours per pay period for 10 years before becoming a full-time librarian. Thus, the employee has worked a total of 5200 hours (20 hours X 26 pay periods X 10 years of service). Employee X will be credited with 2.85 years of full-time service, rounded up to 3 years of full-time service (5200/1820). Employee X will be granted the starting salary of \$47,533.69 (Step 3 of the 18-19 schedule) which shall then be increased by the salary increases which have been applied to the full-time librarian job title since 2018-2019.

The Library will on an annual basis provide the Association with documentation indicating how many hours each part-time employee worked for the purpose of this calculation.

**ARTICLE 26 – ATTENDANCE AND PUNCTUALITY**

All employees are required to punctually report for work and to work all scheduled hours. Excessive lateness and poor attendance disrupt the workflow and customer service and may lead to disciplinary action.

Supervisors will notify employees of their starting, ending, and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work time and must be

ready to begin working at their scheduled starting time. Supervisors will record all absences and any tardiness or early departure exceeding 10 minutes.

Employees will notify their Supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. This notification should include a reason for the absence and an indication of when the employee can be expected to report for work. If the Supervisor is unavailable, notification will be made to the Director of Operations.

Employees will be compensated during authorized absences in accordance with Article 19 (“Leaves”). Non-exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not receive compensation for time missed because of lateness or early departure if the time missed exceeds 10 minutes, either after starting time or before the end of the employee’s shift. Failure to notify the Library of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.

Employees may not perform work before or after their scheduled starting or ending times for the purpose of making up time lost because of tardiness, unauthorized absences, or for any other reason, absent written authorization by the Library Director or her designee.

Employees must report to their Supervisor after being late or absent, give an explanation of the circumstances surrounding their lateness or absence, and, when applicable, certify that they are fit to return to work.

Unauthorized or excessive absences or lateness will result in disciplinary action, up to and including termination. An absence is considered to be unauthorized when the employee has not followed proper notification procedures or the absence has not been pre-approved.

Employees who are absent from work for three consecutive workdays without giving proper notice to the Library will be considered as having voluntarily terminated their employment. At that time, the Library will formally note the termination and advise the employee of the action by certified mail to the employee’s last known address.

## **ARTICLE 27 – DRESS CODE**

Name badges must be worn at all times by all employees in a manner in which the name badge may easily be seen by Library patrons.

- A. **CLERICAL AND PROFESSIONAL STAFF:** Slacks, collared shirts with a necktie, polo collared shirts, dresses, skirts, blouses, sweaters or Library-issued shirts.

No jeans, tank tops, halter tops, midriffs, sweatpants, athletic wear, sneakers, shorts or similar clothing may be worn.

- B. **PAGES:** Polo collared shirts or t-shirts and slacks or neat jeans (not ripped or

overly baggy) are acceptable. Sneakers or dress shoes are also acceptable. No tank tops, halter tops, tops showing one's midriff, sweatpants, athletic wear, shorts or similar clothing may be worn. Open-toed shoes or sandals are also not acceptable.

- C. The Library Director will be notified by the employee's Supervisor if an employee fails to comply with this dress code. The employee will be counseled or disciplined in accordance with Articles 10 ("Counseling Procedure") or 11 ("Disciplinary Procedure"), respectively. In addition, the employee may be asked to go home and change her/his clothing. The time away from work will not be paid.
- D. Library-issued shirts: The Library may direct employees to wear Library-issued shirts when a large event is held within the Library or where employees need to be visible to the public, as well as when employees are conducting community-related events outside of the Library. All employees who are directed to wear Library-issued shirts will be provided with a shirt before the day on which they are required to wear it, absent extenuating circumstances.

#### **ARTICLE 28 – DRUGS AND ALCOHOL**

It is the Policy of the Library to maintain a workplace that is free from the effects of drug and alcohol abuse. The Library is a smoke-free workplace. Employees will abide by the Library's Drug & Alcohol Policy, attached as Appendix F.

#### **ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM ("EAP")**

All employees will continue to be eligible for EAP benefits and resources in accordance with Library Policy and Procedure.

#### **ARTICLE 30 – MISCELLANEOUS**

- A. The Union will certify, in writing, the names of its Officers whenever the Officers change or each January, whichever occurs first.
- B. Employment references will be limited to the following information: name, job title(s) and dates of employment with the Library.

#### **ARTICLE 31 – SEPARABILITY**

Should any part of this Agreement or any provision contained in it be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, any invalidation of a part or provision of this Agreement will not invalidate the remaining portions of this Agreement, and they will remain in full force and effect.

**ARTICLE 32 – NO STRIKE – NO LOCKOUT**

During the term of this Agreement neither the Union nor any Union representative or employee in the bargaining unit will cause, authorize, instigate, aid, encourage, ratify, condone or take part in any work stoppage, slowdown, sympathy strike, boycott, or other restriction of the Library’s operations at the Library’s worksite. Nothing in this Agreement will be construed to restrict the Union, Union representatives, and employees from engaging in activities protected by the National Labor Relations Act at the Library’s worksite. During the term of this Agreement, neither the Library nor any Library representative will cause, authorize, instigate, aid, encourage, ratify or condone a lockout of any employee covered by this Agreement.

**ARTICLE 33 – DURATION**

This Agreement will be effective July 1, 2025, and will remain in full force and effect until 11:59:59 p.m. on June 30, 2028.

For the LIBRARY:

*Barbara Matros*

Barbara Matros (Apr 30, 2025 12:33 EDT)

Barbara Matros  
President, Board of Trustees

For the ASSOCIATION:

*Rachel Mayo*

Rachel Mayo (Apr 30, 2025 12:20 EDT)

Rachel Mayo  
Unit President

*Danielle Waskiewicz*

Danielle Waskiewicz (Apr 30, 2025 12:19 EDT)

Danielle Waskiewicz, Library Director

**APPENDIX A**  
**WLSA GRIEVANCE FORM**

Grievant's Name (if more than one grievant, please indicate): \_\_\_\_\_

Title: \_\_\_\_\_ Department: \_\_\_\_\_

Date(s) of alleged contract violation: \_\_\_\_\_

1. Section(s) of the contract that the employee alleges was violated (Article, Section, Paragraph): \_\_\_\_\_

2. Write a clear and concise description of the nature of the grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date submitted: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 1:

1. Date submitted to Department Head: \_\_\_\_\_

2. Determination of Department Head (must be made within 14 calendar days).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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3. Department Head's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

4. Date employee was notified of the decision: \_\_\_\_\_

5. Employee's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

- a) \_\_\_ I accept the decision of my Department Head; or
- b) \_\_\_ I request Step 2

6. Union Representative Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**Failure to proceed to Step 2 after 14 calendar days of the Step 1 decision will be deemed acceptance of the decision at Step 1 and will bar further review. The employee may automatically proceed to Step 2 after 14 calendar days if the Library does not render a Step 1 decision within that timeframe. Any extensions of this timeframe must be in writing and signed by both parties.**

STEP 2:

- 1. Date submitted to Library Director: \_\_\_\_\_
- 2. Determination of Library Director (must be made within 14 calendar days).

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3. Library Director's Signature \_\_\_\_\_  
Date: \_\_\_\_\_
4. Date employee was notified of the decision: \_\_\_\_\_
5. Employee's Signature \_\_\_\_\_  
Date: \_\_\_\_\_
  - a) \_\_\_ I accept the decision of the Library Director; or
  - b) \_\_\_ I request Step 3
6. Union Representative Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**Failure to proceed to Step 3 after 14 calendar days of the Step 2 decision will be deemed acceptance of the decision at Step 2 and will bar further review. The employee may automatically proceed to Step 3 after 14 calendar days if the Library does not render a Step 2 decision within that timeframe. Any extensions of this timeframe must be in writing and signed by both parties.**

STEP 3:

1. Date submitted to Library Director: \_\_\_\_\_
2. Determination of the Board of Trustees (must be made within 30 calendar days of the grievance hearing).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Date employee was notified of the decision: \_\_\_\_\_
4. Employee's Signature \_\_\_\_\_  
Date: \_\_\_\_\_
  - a) \_\_\_ I accept the decision of the Board of Trustees; or
  - b) \_\_\_ I request Step 4\*

5. Union Representative Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**Failure to proceed to Step 4 after 14 calendar days of the Step 3 decision will be deemed acceptance of the decision at Step 3 and will bar further review. The employee may automatically proceed to Step 4 after 14 calendar days if the Library does not render a Step 3 decision within that timeframe. Any extensions of this timeframe must be in writing and signed by both parties.**

**\*Eligibility to proceed to Step 4 is limited to grievances involving employees who are regularly scheduled to work 10 or more hours per pay period.**

**APPENDIX B**

**STEP 4 DEMAND FOR ARBITRATION FORM\***

**TO BE COMPLETED BY THE NYSUT LRS OR HER/HIS DESIGNEE:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

(To be submitted to the Library Director/designee within 14 calendar days of the date of the Step 3 decision. Attach copies of all documents related to grievance, including the requests and decisions at Steps 1-3.)

The Westhampton Library Staff Association hereby demands to proceed to Step 4 of the parties' Grievance Procedure.

PLEASE COMPLETE THE FOLLOWING, USING ADDITIONAL SHEETS IF NECESSARY:

1. Effective date and expiration date of the agreement: \_\_\_\_\_ (Mo./Day/Yr.)  
to \_\_\_\_\_ (Mo./Day/Yr.).

2. Identify the provision(s) in the agreement alleged to be violated and attach a copy thereof (use additional sheet(s) if necessary): \_\_\_\_\_

3. Write a clear and concise description of the nature of the dispute(s) to be resolved at Step 4 and the remedy(ies) sought (include the name(s) of the grievant(s)) (use additional sheet(s) if necessary):

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Date submitted: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*Eligibility to proceed to Step 4 is limited to grievances involving employees who are regularly scheduled to work 10 or more hours per pay period.**

APPENDIX C

Incident Report (Staff)



# Westhampton Free Library

**SUPERVISOR:** \_\_\_\_\_

**RE:** \_\_\_\_\_

This is to summarize our conversation on (M/DD/YY)

We discussed (Summary of Incident): \_\_\_\_\_

\_\_\_\_\_

You responded: \_\_\_\_\_

\_\_\_\_\_

You were informed that your conduct (e.g., can be improved by, was acceptable, etc.): \_\_\_\_\_

\_\_\_\_\_

In summary, you are hereby directed to: \_\_\_\_\_

\_\_\_\_\_

*This counseling memorandum is intended to be a constructive document designed to assist you in identifying, discussing and remedying aspects of your job performance or conduct that need improvement. As noted above, these aspects have been discussed with you to the extent necessary by the Library and require your immediate attention. **Failure to abide by the directives issued above may lead to disciplinary action, up to and including termination.***

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

\_\_\_\_\_  
Signature of Supervisor/Date

***The employee's signature is to acknowledge receipt of this memorandum and does not necessarily signify the employee's agreement with its content.***

Original to: Employee's Official Personnel File in Human Resources

Copies to: Employee

Immediate Supervisor – Department Head

APPENDIX D

# Westhampton Free Library Employee Evaluation Form

## Section I: Tracking Information

Evaluation of: \_\_\_\_\_ for \_\_\_\_\_ Fiscal year.

Job Title: \_\_\_\_\_

Completed signed form in personnel file Date: \_\_\_\_\_ Initials \_\_\_\_\_

Copy given to employee Date: \_\_\_\_\_ Initials \_\_\_\_\_

This evaluation will be/was completed by: (select one)

Employee

Supervisor

Please review the individual's official job description prior to completing this evaluation. When providing information in any area, please provide specific examples/comments that support your rating/evaluation.

1. What are my greatest strengths? (Please provide supporting examples).

2. What are the areas where I need to make improvement? (Please provide examples and suggestions for improvement).

**3. If you were doing my job, how would you do it differently? Are there any specific things/behaviors you want me to STOP or START?**

The following *Core Competencies* are critical to the success of any position at the Westhampton Free Library. Please evaluate my performance on these items using the scale provided below. Please provide supporting comments for each rating. Rating Scale definitions immediately following this evaluation form

*E=Exceeds Expectations    A=Acceptable    NI=Needs Improvement    X=Unknown/Not Observed*

**1. Personal Commitment:**

**Rating (E, A, NI, or X) =**

*(Definition: Freely makes and meets necessary commitments to the Library).*

**Comments:**

**2. Initiative:**

**Rating (E, A, NI, or X) =**

*(Definition: Takes active steps to set and achieve tasks/goals on a timely basis. Is a self-starter).*

**Comments:**

**3. Customer Service Orientation:**

**Rating (E, A, NI, or X) =**

*(Definition: Knows who the customer is and puts the customer first. Works to reduce/eliminate red tape for all. Knows and acts upon what it takes to deliver customer value. Makes a genuine effort to listen to and seeks to understand and resolve customer needs/issues).*

**Comments:**

<p><b>4. Decision Making:</b> <span style="float: right;"><b>Rating (E, A, NI, or X)=</b></span>  <i>(Definition: Provides decisions in a timely manner utilizing Library policies according to their level of authority).</i>  <b>Comments:</b></p>
<p><b>5. Problem Solving:</b> <span style="float: right;"><b>Rating (E, A, NI, or X)=</b></span>  <i>(Definition: Is able to identify the issue/problems and possible solutions and is willing to act on the solutions).</i>  <b>Comments:</b></p>
<p><b>6. Teamwork/Interdepartmental Interaction:</b> <span style="float: right;"><b>Rating (E, A, NI, or X)=</b></span>  <i>(Definition: Understands goals of the group and is willing to accommodate the personnel, tasks, and situations involved in order to collaboratively accomplish these goals).</i>  <b>Comments:</b></p>
<p><b>7. Communication Skills (oral and written):</b> <span style="float: right;"><b>Rating (E, A, NI, or X)=</b></span>  <i>(Definition: Listens to others. Communicates with a clear message. Ensures that the receiver hears and understands the message).</i>  <b>Comments:</b></p>
<p><b>8. Job Knowledge/Technical Skills:</b> <span style="float: right;"><b>Rating (E, A, NI, or X)=</b></span>  <i>(Definition: Takes responsibility for renewing and upgrading areas of expertise and development of new skills, as needed).</i>  <b>Comments:</b></p>

**9. Human Relations Skills:**

**Rating (E, A, NI, or X)=**

*(Definition: Develops and maintains effective and positive working relationships with others. Seeks to repair strained relations. Models behavior that values others—asks what they think, how they feel, and how they see things. Treats everyone fairly).*

**Comments:**

**Goals from Last Year's Performance Cycle**

These are the proposed goals from your last review cycle that pertain to your duties and responsibilities.

1.

**Goal:**

--

Completed: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

2.

**Goal:**

--

Completed: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

3.

**Goal:**

--

Completed: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

4.

**Goal:**

--

Completed: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

5.

**Goal:**

Completed: Yes _____ No _____

**Comments:**

**Goals for the Upcoming Performance Cycle**

Proposed goals for the next performance review cycle that pertain to your duties and responsibilities. List 1 – 5 major goals for the next year. These goals should support the goals and mission of the Library and Department.

1.

**Goal:**

--

2.

**Goal:**

--

3.

**Goal:**

--

4.

**Goal:**

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5.

**Goal:**

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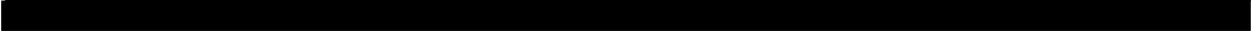
# Signatures

*Completed by the Employee*

1. I was given the opportunity to review and discuss my job description and to review and discuss the work standards to be rated during the next performance review cycle.

Yes     No

2. Comments on this performance evaluation (optional):



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Supervisor Signature:

Date:

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Employee Signature:  
(Signature acknowledges receipt of the report not necessarily agreement.)

Date:

## APPENDIX E- SALARY GUIDE

EXHIBIT 1

	<b>25-26</b>		<b>27-28</b>		<b>28-29</b>	
Pages PT	Min. wage +\$.10	Min. wage +\$.10	Min. wage +\$.10	Min. wage +\$.10	Min. wage +\$.10	
Page Trainer PT	Min. wage +\$1.00	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Clerk PT	3.00%	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Librarian, Prog, FT	Min. wage +\$15.50	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Librarian, Prog, PT	Min. wage +\$15.75					
Libr Trainee/ Prog w/o MLS FT	Min. wage + \$6.50	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Libr. Trainee/Prog w/o MLS PT	Min. wage +\$6.75	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Digital Services Technician	3.00%	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Clerk FT	3.00%	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Clerical Asst FT	3.00%	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Lib Asst FT	Min. wage + \$6.25	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Lib Asst PT	Min. wage +\$6.50	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Bilingual Clerk P/FT	3.00%	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Bilingual Librarian P/FT	Min. wage + \$16.50	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Bilingual Librarian Asst P/FT	Min. Wage + \$6.75	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
Bilingual Lib. Trainee P/Ft	Min. Wage + \$7.25	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	2.5% or \$ amt inc. NYS min. wage if >	
<b>Grandfathered Employees</b>	<b>25-26</b>	<b>27-28</b>	<b>28-29</b>			
Grandfathered Employees	2.00%	2.00%	2.00%	2.00%	2.00%	
<b>If hired after July 1, 2026</b>						
	<b>25-26</b>	<b>27-28</b>	<b>28-29</b>			
Pages PT	Min. wage +\$.10	Min. wage +\$.10	Min. wage +\$.10			
Clerk PT	\$19.04	\$19.42	\$19.81			3% on 24-25, 2%, 2%
Page Trainer PT	Min. wage +\$.75	2.00%	2.00%			
Digital Technician PT	\$20.31	\$20.72	\$21.13			3% on 24-25, 2%, 2%
Libs PT	Min. Wage +\$15.25	2.00%	2.00%			
Lib Asst PT	Min. Wage + \$6.25	2.00%	2.00%			
Libr Trainee/ Prog w/o MLS PT	Min. wage + \$6.50	2.00%	2.00%			
Libr Trainee/ Prog w/o MLS FT	Min. wage + \$6.25	2.00%	2.00%			
Libs/Programmers FT	\$58,695.00	\$59,868.90	\$61,066.28			Min. wage +\$15.25, 2%, 2%

Clerk FT	\$33,501.39	\$34,171.42	\$34,854.85	3% on 24-25, 2%, 2%
Clerical Asst FT	\$38,378.26	\$39,145.83	\$39,928.74	3% on 24-25, 2%, 2%
Lib Asst FT	\$41,860.00	\$42,697.20	\$43,551.14	Min.wage +\$6.00, 2%,2%
Lib. Trainee FT	\$42,770.00	\$43,839.25	\$44,935.23	Min.wage +\$6.50, 2%,2%
Bilingual Clerk PT	\$20.57	\$20.98	\$21.40	3% on 24-25, 2%, 2%
Bilingual Librarian PT	Min.wage + 16.25	2.00%	2.00%	2.00%
Bilingual Librarian Asst PT	Min.wage +\$6.50	2.00%	2.00%	2.00%
Bilingual Clerk FT	\$36,193.05	\$36,916.91	\$37,655.25	3% on 24-25, 2%, 2%
Bilingual Librarian FT	\$60,515.00	\$62,027.88	\$63,540.75	Min.wage +\$16.25, 2%,2%
Bilingual Librarian Asst FT	\$42,770.00	\$43,625.40	\$44,497.91	Min.wage +\$6.50, 2%,2%
Bilingual Lib. Trainee PT	Min.wage +\$6.75	2.00%	2.00%	2.00%
Bilingual Lib. Trainee FT	\$43,225.00	\$44,305.63	\$45,413.27	Min.wage +\$6.75, 2%,2%
<b>If hired after July 1, 2027</b>				
	<b>25-26</b>	<b>27-28</b>	<b>28-29</b>	
Pages PT	Min. wage +\$.10	Min. wage +\$.10	Min. wage +\$.10	
Clerk PT	\$19.04	\$19.33	\$19.71	3% on 24-25, 1.5%, 2%
Page Trainer PT	Min. wage +\$.75	1.50%	2.00%	2.00%
Digital Technician PT	\$20.31	\$20.61	\$21.03	3% on 24-25, 1.5%, 2%
Libs PT	Min. Wage +\$15.25	1.50%	2.00%	2.00%
Lib Asst PT	Min. Wage + \$6.25	1.50%	2.00%	2.00%
Libr Trainee/ Prog w/o MLS PT	Min.wage + \$6.50	1.50%	2.00%	2.00%
Libr Trainee/ Prog w/o MLS FT	Min.wage + \$6.25	1.50%	2.00%	2.00%
Libs/Programmers FT	\$58,695.00	\$59,575.43	\$60,766.93	3% on 24-25, 1.5%, 2%
Clerk FT	\$33,501.39	\$34,003.91	\$34,683.99	3% on 24-25, 1.5%, 2%
Clerical Asst FT	\$38,378.26	\$38,953.93	\$39,733.01	3% on 24-25, 1.5%, 2%
Lib Asst FT	\$41,860.00	\$42,487.90	\$43,337.66	Min.wage +\$6.00, 1.5%,2%
Lib. Trainee FT	\$42,770.00	\$43,411.55	\$44,279.78	Min.wage +\$6.50, 1.5%,2%
Bilingual Clerk PT	\$20.57	\$20.88	\$21.30	3% on 24-25, 1.5%, 2%
Bilingual Librarian PT	Min.wage + 16.25	1.50%	2.00%	2.00%
Bilingual Librarian Asst PT	Min.wage +\$6.50	1.50%	2.00%	2.00%
Bilingual Clerk FT	\$36,193.05	\$36,735.95	\$37,470.66	3% on 24-25, 1.5%, 2%
Bilingual Librarian FT	\$60,515.00	\$61,422.73	\$62,651.18	Min.wage +\$16.25, 1.5%,2%
Bilingual Librarian Asst FT	\$42,770.00	\$43,411.55	\$44,279.78	Min.wage +\$6.50, 1.5%,2%

Bilingual Lib. Trainee PT	Min. wage +\$6.75		1.50%		2.00%	
Bilingual Lib. Trainee FT	\$43,225.00		\$43,873.38		\$44,750.84	Min. wage +\$6.75, 1.5%, 2%
<b>If hired after July 1, 2028</b>						
	<b>25-26</b>	<b>27-28</b>		<b>28-29</b>		
Pages PT	Min. wage +\$.10	Min. wage +\$.10		Min. wage +\$.10		
Clerk PT	\$19.04		\$19.33		\$19.62	3% on 24-25, 1.5%, 1.5%
Page Trainer PT	Min. wage +\$.75		1.50%		1.50%	
Digital Technician PT	\$20.31		\$20.61		\$20.92	3% on 24-25, 1.5%, 1.5%
Libs PT	Min. Wage +\$15.25		1.50%		1.50%	
Lib Asst PT	Min. Wage + \$6.25		1.50%		1.50%	
Libr Trainee/ Prog w/o MLS PT	Min. wage + \$6.50		1.50%		1.50%	
Libr Trainee/ Prog w/o MLS FT	Min. wage + \$6.25		1.50%		1.50%	
Libs/Programmers FT	\$58,695.00		\$59,575.43		\$60,469.06	3% on 24-25, 1.5%, 2%
Clerk FT	\$33,501.39		\$34,003.91		\$34,513.97	3% on 24-25, 1.5%, 1.5%
Clerical Asst FT	\$38,378.26		\$38,953.93		\$39,538.24	3% on 24-25, 1.5%, 1.5%
Lib Asst FT	\$41,860.00		\$42,487.90		\$43,125.22	Min. wage +\$6.00, 1.5%, 1.5%
Lib. Trainee FT	\$42,770.00		\$43,411.55		\$44,062.72	Min. wage +\$6.50, 1.5%, 1.5%
Bilingual Clerk PT	\$20.57		\$20.88		\$21.19	3% on 24-25, 1.5%, 1.5%
Bilingual Librarian PT	Min. wage + 16.25		1.50%		1.50%	
Bilingual Librarian Asst PT	Min. wage +\$6.50		1.50%		1.50%	
Bilingual Clerk FT	\$36,193.05		\$36,735.95		\$37,286.98	3% on 24-25, 1.5%, 1.5%
Bilingual Librarian FT	\$60,515.00		\$61,422.73		\$62,344.07	Min. wage +\$16.25, 1.5%, 1.5%
Bilingual Librarian Asst FT	\$42,770.00		\$43,411.55		\$44,062.72	Min. wage +\$6.50, 1.5%, 1.5%
Bilingual Lib. Trainee PT	Min. wage +\$6.75		1.50%		1.50%	
Bilingual Lib. Trainee FT	\$43,225.00		\$43,873.38		\$44,531.48	Min. wage +\$6.75, 1.5%, 1.5%

\* If the existing employee's current salary ( 24-25) in their home title (Page, Page Trainer, Library Assistant ( PT/FT), Librarian Trainee ( PT/FT) and Librarian ( PT/FT)

is higher than the differentials above or less than \$.25 increase then the differentials above then (3%) increase on the current salary (24-25) except grandfathered employees ( 2%)

\*\*Full-time is defined as 35 hours per week, less than 35 hours per week will be prorated based upon weekly hours, but not less than 30 hours per week.

Coverage rates based upon contract on page 16

	25-26	26-27	27-28
Page	Min. Wage +.10	Min. Wage +.10	Min. Wage +.10
Page Trainer	Min. Wage +\$1.00	Min. Wage + \$1.00	Min. Wage +\$1.00
Clerk	\$19.31	\$19.79	\$20.28
Librarian Assistant	\$23.65	\$24.24	\$24.84
Librarian	\$32.75	\$33.57	\$33.11

Longevity Based upon contract on page 30

	Amount	
Pages	5	\$75
Clericals	10	\$100
Clerical Assistants	15	\$125
Digital Services Technician	20	\$150
	25	\$175
	30	\$350
	Years of Service	Amount
Library Trainees	5	\$100
Library Assistants	10	\$150
	15	\$200
	20	\$250
	25	\$175
	30	\$350

Experience Stipend based upon contract on page 31

3 to 5 years	\$1,500
5+ to 7 years	\$3,000
7+ to 10 years	\$4,500
10+ years	\$5,000

## APPENDIX F

### DRUG AND ALCOHOL TESTING

1. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion to believe that the employee is under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type. An employee will be tested only when reasonable suspicion exists that the test will yield a positive result for same.

2. Being under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type, regardless of the position held, adversely affects the accomplishment of the Library's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited.

3. Employees may be subject to testing based upon a reasonable suspicion, as defined below. Any employee who refuses to submit to testing may be subject to discipline, including discharge.

a. In determining whether to order a test in a particular case, the Library must balance an employee's reasonable expectation of privacy from unreasonable intrusions against the Library's interest in assuring the integrity and fitness of its employees and the safe delivery of its services.

b. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for work or is working under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type, or is engaging in the possession, use, distribution, or sale of illegal controlled substances while on duty.

c. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

d. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

e. Reasonable suspicion may be based upon, among other matters, observable phenomena, including the direct observation of use and/or the physical symptoms of using or being under the influence such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior that warrants inquiry because of a direct bearing on the mental faculties of the employee or the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or that is independently corroborated.

f. The Library will not test solely on the information of anonymous sources unless the information is reliable and credible and there is corroborative evidence to support the reliability of that information.

g. When a decision is made to test, the employee will be given a direct order to submit to the test, and NYSUT will be notified of the order.

4. Urinalysis will be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988, 53 F.R. 11973, as amended by 59 F.R. 29908 (1994), 62 F.R. 51118 (1997) and 63 F.R. 63483 (1998); etc., and the following:

a. The employee being tested will have the right to an independent analysis of the specimen from a federally accredited lab of the employee's choice. The employee will designate, at the time the specimen is given, the laboratory, if any, chosen by the employee, and a specimen will be provided to that laboratory, as well as to the laboratory designated by the Library. Copies of all test results will be sent to the employee and the Library.

b. All tests required by the Library will be fully paid for by the Library. The employee will pay for any tests requested by her/him.

c. All test results will be kept confidential except as necessary to implement the terms and conditions of this procedure.

d. The time required of the employee by the Library to take the ordered test will be considered paid time if it extends beyond the employee's normal workday.

5. If test procedures reveal the presence of drugs or alcohol, the employee may be subject to discipline, including discharge. However, in the first instance of a positive alcohol or drug test, any related discipline may be suspended in the Library's sole discretion if the employee agrees in writing to complete counseling and treatment on her/his own time for the drug or alcohol usage in a program recommended or approved pursuant to the EAP provision of this Agreement, and allows the EAP to provide progress reports to the Library Director's Office. The employee will agree, as a condition to the suspension of discipline that if she/he/they fails to attend or complete the recommended program, she/he/they will be subject to disciplinary action as though the employee had not entered the recommended program. The employee will also agree, as a condition to the suspension of discipline that, for a period of one year following the completion of treatment, she/he/they will be subject to periodic random drug and/or alcohol testing and that, if she/he/they completes counseling and treatment but tests positive for drugs or alcohol during the one year period, then she/he/they will be subject to immediate disciplinary action. The record related to the implementation of this provision will remain in the employee's file unless the parties otherwise agree in writing.