

SETTLEMENT MEMORANDUM

BETWEEN

**ALDEN (EWELL) FREE LIBRARY, ET AL, CONTRACTING MEMBER LIBRARIES,
WITHIN
THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY SYSTEM**

AND

**THE CLERICAL & MAINTENANCE UNION OF THE BUFFALO & ERIE COUNTY PUBLIC
LIBRARY- CONTRACTING LIBRARIES**

January 1, 2023 through December 31, 2026

STATEMENT OF PURPOSE

THIS AGREEMENT entered into by the Alden (Ewell) Free Library, et al, Contracting Member Libraries, within the Buffalo & Erie County Public Library System, hereinafter referred to as the "Library" and Clerical & Maintenance Union of the Buffalo & Erie County Public Library – Contracting Libraries, NYSUT/AFT, AFL-CIO, hereinafter referred to as the "CMU," has its purpose in the promotion of harmonious relations between the Library and the CMU; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1 – PARTIES AND RECOGNITION

- 1.1 THIS AGREEMENT made and entered into by and between the Buffalo and Erie County Public Library, acting as agent for the following contracting libraries (hereinafter "the Library"):

Alden (Ewell) Free Library
Amherst Public Library
Angola Public Library
Aurora Town Public Library
Boston Free Library
Cheektowaga Public Library
Clarence Public Library
Collins Public Library
Concord Public Library
Eden Library
Elma Public Library
Grand Island Memorial Library
Hamburg Public Library
Lackawanna Public Library
Lancaster Public Library
Marilla Free Library
Newstead Public Library
North Collins Library
Orchard Park Public Library
City of Tonawanda Public Library
Town of Tonawanda Public Library
West Seneca Public Library

AND THE CLERICAL & MAINTENANCE UNION OF THE BUFFALO AND ERIE COUNTY PUBLIC LIBRARY – CONTRACTING LIBRARIES, NYSUT/AFT, AFL-CIO (hereinafter "CMU") .

- 1.2 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

All full-time and regular part-time clerical and maintenance employees employed by Alden (Ewell) Free Library, et al, Contracting Member Libraries, individually, within the Buffalo & Erie County Public Library System.

ARTICLE 2 - DEFINITIONS

- 2.1 The following definitions shall apply in the interpretation of this Agreement:

- A. Full-time – A full-time appointment is one made to any budgeted full-time position in which an incumbent is regularly scheduled for forty (40) hours each week, on a continuing basis, throughout the year. It is considered permanent employment.
- B. Regular Part-time (RPT) – A Regular Part-time (RPT) appointment is one made to any budgeted RPT position in which an incumbent is regularly scheduled for twenty (20) hours or more, but less than forty (40) hours each week, on a continuing basis, throughout the year. It is considered permanent employment.

Positions designated as RPT, i.e. as an extension of the title, are considered permanent positions, and incumbents who otherwise meet eligibility requirements may accrue increments, accumulate seniority, and qualify for many of the fringe benefits enjoyed by full-time employees. Generally fringe benefits for RPT employees are, unless otherwise noted, pro-rated.

Example of pro-rating a benefit: If an RPT employee with 11 years of employment works an average of 30 hours per week, vacation accruals are calculated at the rate of 75% (30/40) of a full-time, forty (40) hour per week employee with 11 years of employment. The full-time 11-year employee earns 20 vacation days (160 hours) per year, accrued at the rate of 6.16 hours per pay period, based on a 26 pay period system. Therefore the 11-year RPT employee will earn 15 vacation days (120 hours) per year, accrued at the rate of 4.62 hours per pay period, based on a 26 pay period system.

- C. Actual household member – Individuals who are not blood relatives or in-laws must be a member of the employee's immediate household for at least one (1) year. An affidavit, on a form provided by the Library, establishing that such a person is a member of their immediate household must be filed with B&ECPL Human Resources prior to requesting leave. Such affidavit must be kept current. Affidavits can be found on the employee intranet or requested from Human Resources.

ARTICLE 3 - COMPENSATION AND BENEFITS

3.1 Salary

- A. All unit members will be paid in accordance with the salary schedules set forth in Appendices A and B attached hereto. The salary schedules become effective on January 1st of each respective year. The amounts shown on the salary schedules (Appendices A and B) are the annual salary, the biweekly salary and the hourly rate, respectively.
- B. Appendix A (White Collar)
- Schedule: Job Group 1 = RPT Clerk Typists, Library Clerks
 Job Group 3 = Library Technology Clerks
 Job Group 4 = Senior Library Clerks and RPT Senior Library Clerks
 Job Group 5 = Library Associates, RPT Library Associates, Library Assistants and RPT Library Assistants
 Job Group 6 = Principal Library Clerks
- C. Appendix B (Blue Collar)
- Schedule: Job Group 3 = Caretaker and RPT Caretaker
- D. Full-time or RPT employees appointed to unit positions shall be paid at the probationary rate (Step 0) of the applicable job group in the applicable salary schedule for a period of six (6) months. Following completion of the required six (6) month period of actual service, employees shall be moved to Step 1 of the applicable job group in the applicable salary schedule. Thereafter, employees shall be moved to Step 2 of the applicable job group in the applicable salary schedule on the earlier of the immediately following January 1st or July 1st from the date the employee moved to Step 1. (In the case of a January 1st or July 1st start date, the employee will move from Step 0 to Step 2 on the immediately following January 1st or July 1st, as applicable.) Employees shall then be eligible to move to each successive wage increment step (Steps 3 – 5) on a yearly basis from the date of the move to Step 2, provided they have a minimum of nine (9) months of service since receiving their last increment.
- E. In computing increment eligibility, when appointments are made on January 1, or July 1 and the day falls on a holiday or non-scheduled work day, the increment period will include these days.

- F. Because of the payroll procedures that enable the Library to have a regular pay throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.
- G. Promotions
All promotions within the bargaining unit will be step to step. Any time served towards earning a longevity step prior to promotion will be counted towards eligibility and time served in the higher title.
- H. Transfers/Promotions from Other Unions
Any employee, whom transfers laterally or is promoted to a position in a higher job group, from another bargaining unit (cross bargaining unit) shall receive a salary at the increment step in the range of the job grade for the position they are transferring or promoting to which is nearest, but not less than \$100.00.

3.2 Longevity Increments:

- A. Full-time or RPT employees shall be eligible for the first longevity increment (Longevity A) after completing a total of nine (9) years of continuous service with the Library and a minimum of five (5) years actual service at Step 5 of the same job group.
- B. Following the receipt of the first longevity increment (Longevity A) a Full-time or RPT employee shall receive an additional longevity increment for each additional three (3) years of actual service in the same job group, up to a total of five (5) (Longevity E), including the first longevity increment set forth in paragraph (A), above.
- C. In computing longevity increment eligibility, when appointments are made on January 1, or July 1 and the day falls on a holiday or non-scheduled work day, the increment period will include these days.

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

3.3 Transportation Expenses

- A. Mileage:
 - 1. Whenever an employee is required to use their personally owned automobile for library business; authorization for reimbursement is

required from the Contracting Library Director.

2. Mileage reimbursement shall be equal to the IRS mileage rate, with the minimum reimbursement equal to four dollars (\$4.00) per day.
3. Toll charges will be reimbursed if supported by appropriate receipts.
4. Timely requests for reimbursement will be paid within thirty (30) days of request.

B. Parking:

Employees may receive reimbursement of parking charges incurred while on library business if supported by appropriate receipts.

3.4 Emergency Call-In Pay

- A. Should a full-time or RPT employee be called into work when they are not scheduled, they shall be paid for a minimum of three hours.
- B. Call-in pay is not incorporated into the forty (40) hour workweek.

3.5 Overtime

The Fair Labor Standard Act (FLSA) will dictate the compensation paid to full-time employees for overtime work:

- A. If an employee works over 40 hours in a predetermined workweek, excluding sick leave and personal leave, the employee shall receive time and one-half compensatory time for all overtime hours worked.
- B. Employees may request in writing monetary payment in lieu of compensatory time off. Written requests must be submitted to the Contracting Library Director by the third Monday in January. The election of cash payment shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year.
- C. Compensatory time may be used in fifteen (15) minute increments.
- D. All employees shall be entitled to accumulate compensatory time to 80 hours.

3.6 Health and Dental Insurance

A. Health Insurance:

1. The Library shall offer health insurance to each full-time and RPT employee covered under this Agreement.

2. Full-time and RPT employees shall have a single health care provider chosen by the Labor Management Health Care Fund, and a choice among three insurance products: the Enhanced Plan, the Core Plan or the Value Plan. All full-time and RPT employees will be eligible for a family or single plan, at their option, subject to the written verification requirements contained in the collective bargaining agreement. The Library shall contribute to the cost of health insurance as follows:
 - a. Effective January 1, 2022, the Library shall pay 90% of the Value Plan premium for all employees hired into a CMU position before 1/1/2015 or having transferred into a CMU position before 5/10/2019, and such employees electing Value Plan coverage shall contribute 10% of the Value Plan premium. Any such employee electing the Core Plan or the Enhanced Plan will pay 100% of the difference between those plan premiums and 90% of the Value Plan premium.
 - b. All employees hired into a CMU position after 1/1/2015 shall contribute 15% of the Value Plan Premium, and the Library shall pay 85% of the Value Plan premium. All employees hired into a CMU position after 1/1/2015 electing the Core Plan or the Enhanced Plan will pay 100% of the difference between those plan premiums and 85% of the Value Plan premium.
3. For active employees who transfer or promote into a CMU position from another bargaining unit within the B&ECPL after 5/9/2019, their health insurance contribution shall be based on the union contract of the position they transferred/promoted from, including application of future years. At no time shall a transfer or promotion into the CMU from another bargaining unit result in a lesser contribution than what they would have been responsible for but for the transfer or promotion.
4. Should a member who is currently on Library paid health insurance coverage die, the employee's health insurance shall continue at the same rate for the employee's survivors during the month the death occurs and for two (2) calendar months thereafter.

B. Health Insurance Waiver Program:

1. Full-time and RPT employees eligible for partially-paid medical and dental insurance may waive and receive a cash payment in lieu of health insurance benefits. An employee waiving single coverage will receive \$200.00 per month. An employee waiving family coverage will receive \$500.00 per month.
2. Full-time and RPT employees do not have to wait for the annual open enrollment period to reenter into health insurance plans. With written

notification, an employee can be readmitted in the following month if there is a qualifying event (for example, childbirth).

C. Dental Insurance:

1. Full-time and RPT employees shall have a choice between two (2) dental insurance plans available to the equivalent job title among Erie County employees:

a. The Standard Plan: The annual amount of coverage for the Standard Plan is \$1200 in benefits, per person, per calendar year for covered dental services and covered dependents to age 19. The Standard Plan follows the Spectrum Fee Schedule. The annual amount paid out by the Standard Plan may be increased but will not be decreased without the agreement of the union. The Library shall pay the full cost of single coverage and 90% of the cost of family coverage,

b. The Buy-up Plan: The annual amount of coverage for the Buy-up Plan is \$2500 in benefits, per person, per calendar year for covered dental services and covered dependents to age 23. The Buy-up Plan follows the Preferred Fee Schedule. The annual amount paid out for the Buy-up Plan may be increased but will not be decreased without the agreement of the union. The employee will pay the up-charge (amount in addition to what they are paying for the Standard Plan) provided by Erie County and Labor Management Health Care Fund. Any premium cost in this Section shall be paid by the full-time or regular part-time employee through a biweekly payroll deduction.

2. Full-time and RPT employees participating in the Insurance Waiver Program may continue to receive dental insurance by paying the monthly premium in full.

D. Retiree Benefits:

a. Full-time and RPT employees employed in a full-time or RPT status and hired into a CMU position before 1/1/2015 or having transferred into a CMU position before 5/10/2019 who retire from a contracting library on or after the effective date of this Agreement shall be eligible to receive the following health care benefits:

a. Retires after 12/31/2022:

i.) Before the age of sixty-five (65) retirees will be entitled to eighty-five percent (85%) of the monthly premium for the single or double rate for the Value Plan until such time that they are sixty-five (65) years of age. Upon verification of family status, the employer shall pay eighty-five percent (85%) of the monthly premium family rate for the Value Plan until such time that they are sixty-five (65) years of age OR if family coverage is no longer needed.

Verification of family status shall be required annually.

- ii.) After the age of sixty-five (65) OR when a retiree turns the age of sixty-five (65), they will be required to select the designated Medicare Wraparound product that includes prescription drug coverage and basic out-of-network benefits. Any future retiree and their eligible spouse who is under age sixty-five (65) will be provided with a single Core or Value Plan for the non-age sixty-five (65) member, depending on what plan the spouse was eligible for prior to the retiree reaching age sixty-five (65). An age sixty-five (65) or older retiree, and their eligible spouse age sixty-five (65) or older may choose from Option A, B, or C as referenced on the attached matrix. Both members must select the same option and the employer will pay eighty-five percent (85%) of the monthly premium for the single or double rate for Options A, B, or C. In addition, an age sixty-five (65) or older retiree who chooses Option D shall pay the difference in the cost between the highest premium of Option A, B, or C and the Option D premium. Upon verification of family status, the employer shall pay eighty-five percent (85%) of the monthly premium family rate for the Value Plan until such time that family coverage is no longer needed. Verification of family status shall be required annually.
 - iii.) Health care coverage will be offered for the lifetime of the retiree.
- 2. All employees hired into a CMU position after 1/1/2015, and who thereafter retire from a contracting library shall not be eligible to receive employer paid health care benefits.
 - 3. Retirees who are not entitled to Employer-paid health insurance benefits may at the time of retirement enroll in a retiree health plan offered by the Library at the employee's own cost.
 - 4. For active employees who transfer or promote into a CMU position from another bargaining unit within the B&ECPL after 5/9/2019, their bargained for retiree health insurance contribution shall be based on the union contract of the position they transferred/promoted from, including application of future years. At no time shall a transfer or promotion into the CMU from another bargaining unit result in a lesser contribution than what they would have been responsible for but for the transfer or promotion.

3.7 Vacation:

A. Vacation Requests

1. Every effort will be made to grant employees their vacation at the requested time subject to their library's responsibility to maintain efficient operations for service to the public.
2. If a request is denied, the manager shall provide a reason for denial of such leave to employee in a timely manner.
3. Employees may, with the prior approval of the Department Head, utilize vacation allowances as may be convenient to departmental operations, but not less than in units of one (1) hour.

- B. Vacation credits for full-time employees will accrue and be available on a biweekly pay period basis, after the first pay period of employment provided the employee is on a compensable pay status for 40 or more hours (5 or more working days) each pay period. From the start of the pay period following ratification of this Agreement, vacation accruals for full-time employees will be granted per pay period in accordance with the following schedule constituting 26 pay periods per year:

Service	Rate Per Pay Period	Rate Per Year
From date of employment through the completion of 2 years of service	3.08 hours	10 days
From 2 nd year anniversary date through the completion of 9 years of service	4.62 hours	15 days
From 9 th year anniversary date through the completion of 16 years of service	6.16 hours	20 days
From 16 th anniversary date through the completion of 25 years of service	7.70 hours	25 days
From 25 th anniversary date through successive years of service	9.23 hours	30 days

C. Banking Vacation

An employee shall take their vacation during the anniversary period after which it is earned, except that they may place up to a maximum of 25 earned days in a vacation bank. Said employees may bank vacation days with a maximum accrual on their anniversary date as follows:

<u>Days earned per year</u>	<u>Bank</u>	<u>Max. Accrual</u>
10	25	35
15	25	40
20	25	45
25	25	50
30	25	55

Vacation credits for RPT employees will accrue and be available for use on a pro-rated basis pursuant to the schedule set forth in Section 3.7.A, above, after the first pay period of employment providing the employee is on a compensable pay status equal to the average amount of hours scheduled per pay period. Vacation accruals will be granted by pay period for 26 pay periods per year.

- D. Employees shall be eligible to sell back up to eighty (80) hours of vacation each year. Such employees must have at least one hundred (100) hours of vacation leave in their bank in order to be eligible for such sell back. Payment for such sell back shall be made in payroll period 24.
- E. Upon termination of employment, an employee will be entitled to receive a cash payment equal to his accrued vacation time. In no event will such payout exceed the maximum bank days.

3.8 Holidays

Full-time employees required to work on an observed holiday, listed below, will be paid regular straight time pay for the holiday, plus receive one and one-half times the number of hours in compensatory time for every hour actually worked on such observed holiday. Full-time employees not scheduled to work, will receive a paid holiday on the days listed below.

If a holiday falls on a Saturday the Library will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

- A. RPT employees required to work on a holiday, listed below, shall be paid for every hour actually worked on such a holiday, plus receive four (4) hours of compensatory time in lieu of the holiday.
1. RPTs who do not work the holiday shall receive four (4) hours pay on the days listed below.

2. At the discretion of the Contracting Library Director, an RPT's work schedule may be adjusted up to four (4) hours at another time during the week in which the holiday falls so that the employee will actually receive pay for the number of hours for which they are normally scheduled.

B. Holidays:

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

3.9 Sick Leave

- A. Employees earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours bi-weekly (26 pay periods per year) for each pay period during which the employee has been on full pay status for at least 50% of the working days of the pay period.
- B. RPT employees earn sick leave credits immediately upon entering service of the employer. Sick leave credits shall be earned on a pro-rated basis.
- C. All full-time and RPT employees may accumulate sick leave up to a maximum of 1800 hours.
- D. Sick leave in excess of five (5) consecutive workdays requires a certificate or affidavit from a physician, showing incapacity and inability of the employee to perform their work. The statement must include the nature of and dates of the illness.
- E. At the discretion of the Contracting Library Director or B&ECPL Human Resources or his/her designee, an employee may be put on notice that a physician's note is required for absences of any duration.
- F. Employees are required to contact their supervisor on a daily basis (or indicate on the first day of illness when they expect to return) at least one hour prior to the start of their shift. Immediately upon return to work, employees are required to submit an "Employee Leave Request" (PO-19) form (with physician's statement after 5 days) to their supervisor. Failure to do so may result in loss of pay for the absence, regardless of accrued leave balance.
- G. Sick leave time cannot be used in less than one-hour increments.
- H. Reasons for Granting Sick Leave

The Contracting Library Director shall grant sick leave with pay to a full-time or

RPT employee who is incapacitated or unable to perform the duties of their position by reason of:

- Sickness or injury;
- Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents, or other individual who is an actual member of the employee's household* upon submission of sufficient proof to the employer (see Definitions);
- Quarantine regulations;
- Medical and dental visit of an employee or member of immediate family, if required during business hours. The Contracting Library Director may at their discretion require proof of the visit;
- Maternity.

I. Sick Leave Exceptions

1. Intended Resignation/Retirement and Sick Leave:
Once notice has been given, a physician's note is required or vacation time will be charged.
2. Incentive for Non-Use of Sick Leave:
Full-time and RPT employees who use one day or less of sick leave in an anniversary year receive an extra sick day on their anniversary date. An RPT's sick day shall be pro-rated.
3. Bonus:
Any full-time or RPT employee who reaches the maximum of eighteen hundred (1800) hours of accumulated sick leave shall receive a \$300.00 bonus. Thereafter, an additional bonus of \$200.00 will be paid in any year in which the maximum amount of sick leave is maintained AND five (5) or less sick days are used. Payment of the initial bonus will be made in the first paycheck after the 1800 hours is reached. Payment of the yearly bonus will be made on the anniversary date of initial employment.

J. Extended Sick Leave

5. At the discretion of the Contracting Library Director, additional sick leave, with pay, for a serious illness may be granted to a full-time or RPT employee. Such decision shall be reasonably made in consideration of the circumstances. Prior to the granting of such leave, there must be a reasonable expectation that the employee will return to work.
6. Eligibility:
 - a. 3 months after 10 years continuous years of service
 - b. 5 months after 15 years continuous years of service

3. No extended sick leave pay will be granted until all other accumulated leave time has been exhausted. No leave credits will be earned during the extended sick leave period.

K. Retiree Payout

1. Employees will receive a cash payment equivalent to the monetary value of accrued vacation and compensatory time at time of retirement.
2. Employees who retire from a Library with ten (10) years of service shall be eligible for the following:
 - a. Employees who have a minimum of 800 hours of accumulated sick leave as of the date of retirement shall receive \$ 3,000.
 - b. Employees who have a minimum of 1200 hours of accumulated sick leave as of the date of retirement shall receive \$ 5,000.
 - c. Employees who have a minimum of 1800 hours of accumulated sick leave as of the date of retirement shall receive \$7,000.

3.10 Personal Leave

- A. Full-time employees, including temporary and provisional personnel, will become eligible for and receive four (4) personal leave days after one (1) year of continuous service and also become eligible for, and receive the same allowance for each succeeding year of employment providing the employee is on paid status for at least six (6) months in the preceding anniversary year and otherwise meets all eligibility requirements.
- B. An RPT's Personal Leave accruals shall be pro-rated.
- C. RPT employees will become eligible for and receive personal leave time on a pro-rated basis after one (1) year of continuous service, and also become eligible for and receive the allowance on a pro-rated basis for each succeeding year of employment providing the employee is on paid status for at least six (6) months in the preceding anniversary year and otherwise meets all eligibility requirements.
- D. Personal leave time cannot be used in less than one-hour increments.
- E. Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond 1800 hours.
- F. Application for personal leave must be filed by an employee on the Employee Leave Request (PO19) form with the Contracting Library Director at least five

(5) working days in advance when the request time is for four (4) days and three (3) working days in advance when the request is for three (3) days or less. Advance notice requirements may be waived at the discretion of the Contracting Library Director.

3.11 Bereavement Leave

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

3.12 Jury Duty

- A. Upon presenting proof of the necessity of jury service or attending court for non-personal matters, FT and RPT employees shall receive a paid leave of absence.
- B. FT and RPT employees must indicate on the Court's questionnaire that they are placed on a paid leave of absence during the jury service period.
- C. FT and RPT employees will not be required to report for work prior to or subsequent to their court attendance/jury duty.
- D. RPT employees shall be paid on a pro-rated basis.

3.13 Leave Without Pay

- A. Maternity Leave:
 - 1. A full-time or RPT employee who is pregnant shall be granted a leave of absence without pay for the duration of their anticipated disability, as substantiated by their personal physician.
 - 2. After the delivery of the baby, the employee, regardless of whether they have been on sick leave or leave without pay, may return on the date recommended by her physician providing a written statement is submitted to the Contracting Library Director certifying that they are fully employable and capable of resuming their full duties.

B. Infant Child Care Leave:

1. A continuous leave of absence without pay for reason of the birth of a child within the first year of said child's birth shall be granted to a full-time or RPT employee for a period of up to six (6) months. The child must be a member of the employee's immediate household.
2. A full-time or RPT employee who has adopted a child of less than five (5) years of age or a hard-to-place or handicapped child under the age of eighteen (18) as defined in Section 451 of the N.Y. Social Services Law and who is principally responsible for the care of the child may be granted a leave period of six (6) months after assuming custody of the child.
3. In the event the contracting library employs both parents, the contracting library is not compelled to grant a second six (6) month leave for the benefit of the same child.

C. Family Care:

1. A full-time or RPT employee may be granted a leave of absence without pay for up to six (6) months to care for a parent, parent-in-law, child, or spouse who is suffering from a serious health condition, illness or injury.
2. The employee requesting Family Care leave shall be required to provide medical information supporting the need for their presence as a caregiver during normal hours of work and fully explaining the seriousness of the illness or injury. It is understood that any decision shall be at the discretion of the Contracting Library Director. Such decision shall be reasonably made in consideration of the circumstances.
3. At the discretion of the Contracting Library Director, Family Care leave may be granted to a full-time or RPT employee for an individual who is an actual member of the employee's household* upon sufficient proof to the employer. (See Definitions) Such decision shall be reasonably made in consideration of the circumstances.

D. Military Leave:

1. A full-time employee who is required to render ordered military duty, attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days in accordance with current Uniformed Services Employment and Reemployment Rights (USERRA) Act law.

2. A RPT employee who is required to render ordered military duty, attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay, not to exceed thirty (30) calendar days pursuant to the Military Law; however, said employee shall be paid for only those days the employee would have been scheduled.

ARTICLE 4 - WORKING CONDITIONS

4.1 Work Week

The normal work week shall be Monday through Saturday.

4.2 Working Hours

The normal working hours for full-time employees shall be eight (8) consecutive hours per day, forty (40) hours per week. The establishment of working hours shall be within the discretion of the head of the department.

4.3 Lunch Periods

- A. Full-time employees shall be eligible to receive a one hour paid lunch period. Should a full-time employee be limited to a one-half hour lunch period at the direction of a manager, such employee shall receive compensatory time for one-half hour.
- B. RPT employees shall receive a one hour unpaid lunch period. In the event that a manager deems a shorter period is necessary, no less than one-half hour unpaid shall be provided. Such shortened period may not be regularly scheduled without the voluntary consent of the employee.

4.4 Breaks

Full-time employees shall be entitled to a fifteen (15) minute break during the first half of the work day and a second fifteen (15) minute break during the second half of the work day. RPT employees who work a minimum of four (4) hours per day shall be entitled to one (1) fifteen (15) minute break. RPT employees who work eight (8) hours per day shall be entitled to a fifteen (15) minute break during the first half of the work day and a second fifteen (15) minute break during the second half of the work day.

4.5 Sunday Hours

- A. The Fair Labor Standards Act (FLSA) will dictate the payment of full-time employees for Sunday work:

If an employee works over 40 hours in a predetermined workweek, excluding sick leave and personal leave, the employee shall receive time and one-half compensatory time for hours worked on Sunday. (See Section 3.5 Overtime)

- B. RPT employees may be scheduled to work on Sundays. However, Sunday work is to be incorporated into the employees' workweek. RPT employees are not eligible for overtime payment on Sundays unless they are required to work more than 40 hours in the workweek.

4.6 Emergency Closing

In the event the Contracting Library Director declares the closing of a Library or Libraries and/or services due to any flood, fire, uncontrolled weather conditions or other cause beyond the Library's control, affected full-time and RPT employees will not be charged any accruals or lose any pay for the time closed.

ARTICLE 5 - UNION SECURITY

5.1 Checkoff of CMU Dues and Other Deductions

The Library shall deduct from the wages of employees of the bargaining unit and remit each month to Clerical & Maintenance Union of the Buffalo & Erie County Public Library – Contracting Libraries, NYSUT/AFT, AFL-CIO, membership dues for those employees authorizing such deductions.

- 5.2 The Library agrees to deduct CMU membership dues in accordance with the amount certified by the CMU to the Library and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the CMU from the pay of all employees who have executed such authorization for payroll deduction of CMU dues, and any additional deductions for any health insurance and/or dental plan program made available through the CMU.

- 5.3 Payroll deduction of CMU dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall be effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

- 5.4 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the CMU together with a list from whom dues have been deducted on or before the fifteenth day of the following month when such deductions were made.

- 5.5 Any changes in the amount of Union Dues to be deducted must be certified by the CMU in writing and be forwarded to the Library.

- 5.6 If, through inadvertence or error, the Library fails or neglects to make a deduction which is properly due and owing from a bargaining unit member paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Library shall not be liable to the collective bargaining representative, bargaining unit member or any party by

reason of the requirements of this article, unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that consisting actual deductions made from employee wages earned.

ARTICLE 6 - ASSOCIATION MATTERS

6.1 Bulletin Boards

The Library will provide the Union with a bulletin board at each library location in a place that will not interfere with the operation of the library for the purpose of posting notices pertaining to the Union and its members. Such notices shall be posted only with the prior approval of the Union President and B&ECPL Human Resources, and such notices shall never contain any material derogatory to the Library or any employee.

Additionally, the Library will permit the Union to forward communications to unit members via the Library e-mail system. Such communications shall only be transmitted by B&ECPL Human Resources following approval by the Union President and B&ECPL Human Resources, and such e-mails shall never contain any material derogatory to the Library or any employee.

There shall be no distribution, solicitation, or posting on any Library premises by employees or union officials at any time without the express approval of B&ECPL Human Resources. These limitations apply to any pamphlets, advertising or political matters, notices, or any kind of literature other than as provided above.

6.2 Union Release Time

The Association President (or designee) shall be granted reasonable release time during their regularly scheduled work day, where necessary, to handle Association matters (e.g. grievance handling, contract administration and enforcement etc.) Reasonable efforts shall be made by the Association President (or designee) to conduct such business outside of such scheduled workday, including travel time.

Release time shall be limited to only one CMU representative per matter and such release time shall not interfere with the actual work time of any other member. In this regard, reasonable efforts shall be made by the Association President (or designee) to conduct such business outside of such scheduled workday, including travel time.

Release time shall not be unreasonably withheld and shall be fully paid with no charge to accruals.

6.3 Labor Management Meetings

Labor-Management meetings will be held monthly, but may be cancelled upon mutual consent of the Library and Union for lack of pending business or other appropriate reason. A maximum of two (2) Union representatives may attend such labor-management meetings without loss of pay and/or benefits.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 General Matters

- A. Purpose – The purpose of this procedure is to secure at the lowest practicable level solutions to grievances, which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.
- B. Waiver For Other Remedies – The utilization of any step of this grievance procedure by any member or the CMU, shall constitute a waiver by such member or the CMU (on its own behalf and on behalf of all persons aggrieved) or both (as the case may be) of his/her and its rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.
- C. Grievance Definition – A “grievance” is any claim that a provision or provisions of this Agreement has been violated.
- D. Time Limit Rules – Time limits set forth in this Grievance Procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the Library if the grievant does not move to the next step within the time limits. If the Library fails to answer a grievance within the time limits set forth herein, the grievant may move the grievance to the next step as though the grievance has been answered on the last day of the time limit period. Time limits may be extended by mutual written agreement of the Library and aggrieved member or the CMU. Consent to such an extension shall not be unreasonably withheld. To the extent that the last day of a time limit period set forth in this Article falls on a Saturday, Sunday or legal holiday, such day shall be excluded from computation of the time limit period.
- E. Freedom To Grieve – Participation by any member or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal by the Library and by the CMU.
- F. Representation – An aggrieved member may represent themselves at any level of the grievance procedure or they may be represented by a CMU representative who is an employee of the Library; provided that representation by legal counsel or a non-employee CMU representative shall be limited to Step 2 and Step 3 in this procedure. Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved member to have their grievance adjusted informally without the intervention of the CMU or any representative. The CMU shall be notified of all grievances, even when an aggrieved member chooses to represent themselves.
- G. CMU Grievance – Any member may file a grievance on their own behalf. The CMU may file a grievance on behalf of an aggrieved member whenever a violation or interpretation of this Agreement is alleged or questioned. The CMU may file a grievance on behalf of a group of members.

7.2 Informal Procedure – Before submitting a grievance at Step 1, an aggrieved member must discuss their problem with their immediate supervisor (Library Director or Library Manager, as the case may be) in an attempt to resolve it informally. The member shall initiate the discussion no later than the tenth (10th) calendar day after the date of the occurrence out of which the grievance arose by clearly stating to the immediate supervisor that the discussion is a grievance. Nothing in this paragraph shall be deemed to extend the time limit for submitting a grievance.

7.3 Formal Procedure

- A. Step 1 – If the matter is not resolved informally, a grievant may submit a written grievance, which must be on the form shown in Appendix C of this Agreement to their immediate supervisor, provided they do so not later than the twentieth (20th) calendar day after the date of the occurrence out of which the grievance arose. A meeting between the grievant and immediate supervisor shall be held within ten (10) calendar days to discuss the grievance if either requests it. The immediate supervisor shall give a written answer to the grievant not later than the tenth (10th) calendar day after the day on which the grievance was submitted to them if no grievance meeting was requested. If a grievance meeting was requested, the immediate supervisor shall give a written answer to the grievant not later than the tenth (10th) calendar day after the day of the grievance meeting.
- B. Step 2 – If the grievant is not satisfied with the answer at Step 1, the grievant may appeal in writing to the B&ECPL Chief Operating Officer, or their designee, provided the grievant does so within ten (10) calendar days of the day on which the Step 1 answer was given. The B&ECPL Chief Operating Officer, or their designee, will meet with the grievant and their representative, if any, not later than the tenth (10th) calendar day after the day on which the written grievance was presented to them. Not later than the tenth (10th) calendar day after the day on which the meeting takes place, the B&ECPL Chief Operating Officer, or their designee, shall present the grievant and their representative, if any, the CMU President and NYSUT Labor Relations Specialist, their written decision on the grievance.

Grievances involving all or substantially all the members in the negotiating unit may be presented by the CMU directly at Step 2.

- C. Step 3 – Arbitration – If the CMU is not satisfied with the decision at Step 2, it may submit the grievance to arbitration. To submit such a grievance to arbitration, the CMU must, within ten (10) calendar days of the Step 2 answer, send a letter to the Federal Mediation and Conciliation Service (FMCS) and a copy to the B&ECPL Chief Operating Officer. The letter shall specifically identify the grievance to be submitted and shall request the FMCS to send to the CMU and to the B&ECPL Chief Operating Officer a list of names of seven arbitrators. Within ten (10) calendar days of the day both parties have received their copy of the list, the B&ECPL Chief Operating Officer, or their designee, and a representative of the CMU shall meet to select an arbitrator by alternately striking off one name from the list the last name remaining on said

list being the arbitrator. If either party finds the initial list of arbitrators provided by FMCS to be unacceptable, the parties agree that a second list will be requested. The arbitrator's decision shall be final and binding upon all parties and the members.

- 7.4 Arbitrator's Limitations – The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement or make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement.
- 7.5 Shared Cost For Arbitrator – One half (1/2) the fees and expenses of the arbitrator shall be paid by the Library and one half (1/2) by the CMU. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party which incurred them.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

The Library shall follow a policy of progressive discipline; however, this policy shall not preclude the Library from advancing discipline and disciplinary penalties.

The following procedures shall be utilized for disciplinary and discharge matters for misconduct or unsatisfactory work performance for all employees.

- 8.1 An employee covered under the terms of this Agreement shall not be disciplined or discharged except for incompetency or misconduct while performing their duties. Any employee who is so disciplined or discharged shall have the right to seek review of the discipline or discharge including the penalty involved by initiating an appeal in accordance with the procedure contained in this Article. The employee shall be entitled to representation by CMU at each step of the procedure contained in this Article.
- 8.2 In any instance in which a representative of the Library seeks to discipline or discharge an employee, a written notice of discipline or discharge shall be served upon the employee. The notice shall contain the reasons for the discipline or discharge including a description of the alleged acts and/or conduct and the dates, times and places such acts occurred. Said notice shall also include the penalty being imposed. A copy of the notice shall be served concurrently upon the Unit President or their designee. An employee shall not be disciplined or discharged for acts which occurred more than one (1) year prior to the notice of discipline or discharge unless said acts of misconduct or incompetency would constitute a crime pursuant to the Laws of the State of New York. An employee who is disciplined or discharged shall have the right to seek review of the disciplinary matter by initiating an appeal in accordance with the procedures set forth in Section 8.3 of this article. If the employee is not satisfied with the determination of the representative of the employer at Step 1 of the procedure set forth in Section 8.3, the Union may proceed to final and binding arbitration at Step 2 of such procedure. In the event an employee is suspended without pay or discharged, the employee shall be allowed to begin their appeal at Step 2 of Section 8.3. The employee shall have ten (10) calendar days exclusive of the

date the written notice of discipline was served to file a written appeal with the B&ECPL Chief Operating Officer for purposes of initiating a Step 1 appeal. The employee shall have ten (10) calendar days exclusive of the date the written notice of suspension without pay or discharge was served to file a written appeal with the B&ECPL Chief Operating Officer for purposes of initiating a Step 2 appeal, while simultaneously fulfilling notification requirements contained in Section 8.3, Step 2.

All records of disciplinary action will remain in the employee's personnel record/file; however, oral and written warnings will not be considered by the Library for progressive discipline purposes in future disciplinary actions for the same offense after a period of three (3) years from the date of issuance of the oral or written warning. This provision shall not preclude the Library from presenting an employee's entire disciplinary record in any proceeding, including arbitration as set forth in this Article, to the extent such record may be relevant.

8.3 Procedure

Step 1. If a written appeal is filed, the B&ECPL Chief Operating Officer, or their designee, shall schedule a hearing within fifteen (15) calendar days of the date of receipt of the written appeal. The B&ECPL Chief Operating Officer shall inform the affected employee and their Union representative in writing of the time and place the hearing is to be held. The employee and/or their Union representative shall be allowed to present any and all written information and oral argument concerning the proposed discipline matter. The B&ECPL Chief Operating Officer, or their designee, shall provide a written decision to the employee and their Union representative within ten (10) calendar days following the close of said hearing.

Step 2. If the Union is not satisfied with the decision of the B&ECPL Chief Operating Officer, the CMU Labor Relations Specialist may request arbitration within ten (10) calendar days from the date of receipt of the Step 1 decision by sending a letter to the Federal Mediation and Conciliation Service (FMCS) and a copy to the B&ECPL Chief Operating Officer. The letter shall specifically identify the grievance to be submitted and shall request the FMCS to send to the CMU and to the B&ECPL Chief Operating Officer a list of names of seven arbitrators. Within ten (10) calendar days of the day both parties have received their copy of the list, the B&ECPL Chief Operating Officer, or their designee, and a representative of the CMU shall meet to select an arbitrator by alternately striking off one name from the list the last name remaining on said list being the arbitrator. If either party finds the initial list of arbitrators provided by FMCS to be unacceptable, the parties agree that a second list will be requested. The arbitrator's decision shall be final and binding upon all parties and the members. If the arbitrator determines that the penalty imposed by the employer is inappropriate, they may devise a new remedy. However, the arbitrator shall not, under any circumstances, increase the penalty imposed by the employer.

8.4 Offer of compromise and settlement at any meeting or conference prior to arbitration shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.

8.5 Service of Notice of Discipline

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the local/unit president, and such service shall be by registered or certified mail or personal service. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline.

8.6 Shared Cost for Arbitration

One half (1/2) the fees and expenses of the arbitrator shall be paid by the Library and one half (1/2) by the CMU. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party which incurred them.

ARTICLE 9 - LAYOFF AND RECALL

9.1 REDUCTIONS IN FORCE – In the case of a reduction in force in any job title covered by this Agreement, or a subsequent recall, the Library will comply with the provisions of the New York Civil Service Law and regulations issued thereunder.

9.1.1 Accordingly, the layoff, bumping, retrenchment and recall rights of all competitive class employees in the unit will be in accordance with Sections 80 and 81 of the New York Civil Service Law and regulations, as amended from time to time.

9.1.2 Prior to any full-time or regular part-time clerical employee being laid off within a particular contracting library, any part-time clerical employee employed in that particular contracting library shall be laid off first until the desired reduction of hours is achieved. Prior to any full-time or regular part-time maintenance employee being laid off in a particular contracting library, any part-time maintenance employee in that particular contracting library shall be laid off first until the desired reduction of hours is achieved. If the desired reduction in hours cannot be achieved through the layoff of part-time employees, New York Civil Service Law and Regulations and/or the procedures set forth within this Article shall be followed. For purposes of this subsection, the parties recognize that the Page and Senior Page job titles are not clerical job titles as the term “clerical” is used in this subsection.

9.1.3 For all other employees not subject to New York Civil Service Law Sections 80 and 81, layoff and recall will be in accordance with the following procedure:

In the case of a reduction in force in a job title in a particular contracting library, the employee with the least seniority in the affected job title will be laid off, except that if the employee previously held a lower job title in the unit in that contracting library or a contracting library falling under the same appointing authority, they may displace the least senior employee in that previously-held lower job title to the extent they have greater unit seniority than the least senior employee to be displaced. The employee thus displaced will be laid off. If an employee does not elect to exercise their rights to displace, they will be laid off. To the extent an employee has displacement rights

under this subsection and elects to exercise those rights, they will not forfeit recall rights to their previous job title. To the extent the employee exercises their displacement rights, they will be paid at a rate comparable to the rate of pay of an employee in that job title with comparable unit seniority.

Whenever a vacancy occurs in a job title within a contracting library, employees who are either on layoff from that job title in that contracting library or a contracting library falling under the same appointing authority as the contracting library at issue or who have exercised their displacement rights pursuant to this subsection, will be recalled in accordance with their job title seniority in the reverse order in which they were laid off or affected by exercising displacement rights. An employee laid off pursuant to this subsection shall have recall rights to the job title from which they were laid off for a period of two (2) years from the time of layoff.

An employee recalled and who thereafter performs work beginning in the first half of the fiscal year, no later than December 31, will be eligible for any contractually agreed upon pay rate increase for that fiscal year upon their return to work. A member recalled and who thereafter performs work beginning in the second half of the fiscal year, after December 31, will not be eligible for any contractually agreed upon pay rate increase designated for that fiscal year, but instead will be eligible at the start of the next fiscal year for any contractually agreed upon pay rate increase designated for that next fiscal year. Thereafter, employees will continue to be compensated in accordance with the terms of Article 3 – Compensation of this Agreement.

A laid off employee who is recalled in accordance with 9.1.3 within two (2) years shall be entitled to restoration of any unused sick leave and shall be reinstated to the job grade and step held at the time of layoff.

ARTICLE 10 - MANAGEMENT RIGHTS

All rights not bargained away by the Library are retained by it and may be exercised as long as such actions are not violative of law or terms and conditions of this Agreement.

ARTICLE 11 - NO STRIKE CLAUSE

- 11.1 The CMU recognizes the status of the members of its bargaining unit as “public employees’ and the provisions of law applicable thereto which prohibit strikes, the willful absence from one’s position, a stoppage of work or the abstinence, in whole or in part, from the full, faithful proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in conditions or compensation, or the rights, privileges and obligations of employment.
- 11.2 The CMU further recognizes that any public employee who engages in said acts is subject to the penalties provided under New York State Law.
- 11.3 The CMU shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the CMU shall exert its best efforts to prevent and terminate the same.

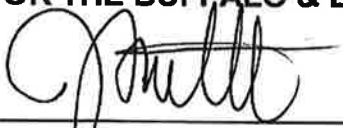
- 11.4 No lockout of employees shall be instituted by the Library during the term of this Agreement.

ARTICLE 12 – DURATION

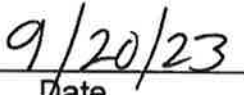
Unless otherwise noted, the terms of this Agreement shall become effective as of January 1, 2023, unless otherwise specified herein, and continue in full force and effect until December 31, 2026.

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

FOR THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY



Jeannine M. Purtell
Chief Operating Officer
Buffalo & Erie County Public Library



Date

FOR THE CLERICAL & MAINTENANCE UNION OF THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY – CONTRACTING LIBRARIES



Kevin Zawadzki
President, Clerical & Maintenance Union of the
Buffalo & Erie County Public Library – Contracting Libraries



Date

APPENDIX A
CMU White Collar - 2023

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	36779	38590	39711	40860	41995	43120	43686	44256	44814	45388	45945
	1414.56	1484.24	1527.36	1571.52	1615.20	1658.48	1680.24	1702.16	1723.60	1745.68	1767.12
	17.682	18.553	19.092	19.644	20.190	20.731	21.003	21.277	21.545	21.821	22.089
Grp 2	37332	39171	40362	41531	42715	43884	44470	45078	45652	45388	46825
	1435.84	1506.56	1552.40	1597.36	1642.88	1687.84	1710.40	1733.76	1755.84	1745.68	1800.96
	17.948	18.832	19.405	19.967	20.536	21.098	21.380	21.672	21.948	21.821	22.512
Grp 3	38405	40312	41552	42792	44021	45286	45904	46542	47154	47778	48395
	1477.12	1550.48	1598.16	1645.84	1693.12	1741.76	1765.52	1790.08	1813.60	1837.60	1861.36
	18.464	19.381	19.977	20.573	21.164	21.772	22.069	22.376	22.670	22.970	23.267
Grp 4	39691	41689	42994	44308	45644	46973	47638	48277	48949	49606	50261
	1526.56	1603.44	1653.60	1704.16	1755.52	1806.64	1832.24	1856.80	1882.64	1907.92	1933.12
	19.082	20.043	20.670	21.302	21.944	22.583	22.903	23.210	23.533	23.849	24.164
Grp 5	41496	43605	45067	46496	47961	49410	50197	50987	51784	52572	53364
	1596.00	1677.12	1733.36	1788.32	1844.64	1900.40	1930.64	1961.04	1991.68	2022.00	2052.48
	19.950	20.964	21.667	22.354	23.058	23.755	24.133	24.513	24.896	25.275	25.656
Grp 6	43950	46209	47938	49650	51357	53094	54101	55103	56085	57092	58090
	1690.40	1777.28	1843.76	1909.60	1975.28	2042.08	2080.80	2119.36	2157.12	2195.84	2234.24
	21.130	22.216	23.047	23.870	24.691	25.526	26.010	26.492	26.964	27.448	27.928
Grp 7	46546	48978	51081	53190	55293	57387	58531	59671	60819	61955	63105
	1790.24	1883.76	1964.64	2045.76	2126.64	2207.20	2251.20	2295.04	2339.20	2382.88	2427.12
	22.378	23.547	24.558	25.572	26.583	27.590	28.140	28.688	29.240	29.786	30.339
Grp 8	49358	51967	54429	56894	59340	61784	63053	64305	65564	66832	68097
	1898.40	1998.72	2093.44	2188.24	2282.32	2376.32	2425.12	2473.28	2521.68	2570.48	2619.12
	23.730	24.984	26.168	27.353	28.529	29.704	30.314	30.916	31.521	32.131	32.739

APPENDIX A
CMU White Collar - 2024

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	37881	39749	40903	42085	43256	44414	44997	45583	46157	46750	47324
	1456.96	1528.80	1573.20	1618.64	1663.68	1708.24	1730.64	1753.20	1775.28	1798.08	1820.16
	18.212	19.110	19.665	20.233	20.796	21.353	21.633	21.915	22.191	22.476	22.752
Grp 2	38451	40346	41573	42777	43996	45200	45804	46430	47020	46750	48229
	1478.88	1551.76	1598.96	1645.28	1692.16	1738.48	1761.68	1785.76	1808.48	1798.08	1854.96
	18.486	19.397	19.987	20.566	21.152	21.731	22.021	22.322	22.606	22.476	23.187
Grp 3	39557	41521	42798	44075	45342	46644	47280	47938	48568	49211	49847
	1521.44	1596.96	1646.08	1695.20	1743.92	1794.00	1818.48	1843.76	1868.00	1892.72	1917.20
	19.018	19.962	20.576	21.190	21.799	22.425	22.731	23.047	23.350	23.659	23.965
Grp 4	40880	42940	44283	45637	47012	48381	49067	49724	50417	51093	51769
	1572.32	1651.52	1703.20	1755.28	1808.16	1860.80	1887.20	1912.48	1939.12	1965.12	1991.12
	19.654	20.644	21.290	21.941	22.602	23.260	23.590	23.906	24.239	24.564	24.889
Grp 5	42742	44913	46419	47892	49400	50893	51703	52516	53337	54149	54966
	1643.92	1727.44	1785.36	1842.00	1900.00	1957.44	1988.56	2019.84	2051.44	2082.64	2114.08
	20.549	21.593	22.317	23.025	23.750	24.468	24.857	25.248	25.643	26.033	26.426
Grp 6	45269	47595	49375	51139	52899	54687	55723	56757	57768	58804	59833
	1741.12	1830.56	1899.04	1966.88	2034.56	2103.36	2143.20	2182.96	2221.84	2261.68	2301.28
	21.764	22.882	23.738	24.586	25.432	26.292	26.790	27.287	27.773	28.271	28.766
Grp 7	47942	50446	52614	54785	56950	59109	60287	61462	62643	63814	64998
	1843.92	1940.24	2023.60	2107.12	2190.40	2273.44	2318.72	2363.92	2409.36	2454.40	2499.92
	23.049	24.253	25.295	26.339	27.380	28.418	28.984	29.549	30.117	30.680	31.249
Grp 8	50839	53527	56062	58602	61121	63638	64944	66233	67531	68838	70140
	1955.36	2058.72	2156.24	2253.92	2350.80	2447.60	2497.84	2547.44	2597.36	2647.60	2697.68
	24.442	25.734	26.953	28.174	29.385	30.595	31.223	31.843	32.467	33.095	33.721

APPENDIX A
CMU White Collar - 2025

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	39017	40941	42130	43347	44554	45748	46347	46950	47543	48152	48745
	1500.64	1574.64	1620.40	1667.20	1713.60	1759.52	1782.56	1805.76	1828.56	1852.00	1874.80
	18.758	19.683	20.255	20.840	21.420	21.994	22.282	22.572	22.857	23.150	23.435
Grp 2	39605	41556	42821	44061	45317	46557	47179	47823	48431	48152	49677
	1523.28	1598.32	1646.96	1694.64	1742.96	1790.64	1814.56	1839.36	1862.72	1852.00	1910.64
	19.041	19.979	20.587	21.183	21.787	22.383	22.682	22.992	23.284	23.150	23.883
Grp 3	40745	42767	44081	45398	46702	48044	48699	49375	50026	50688	51343
	1567.12	1644.88	1695.44	1746.08	1796.24	1847.84	1873.04	1899.04	1924.08	1949.52	1974.72
	19.589	20.561	21.193	21.826	22.453	23.098	23.413	23.738	24.051	24.369	24.684
Grp 4	42108	44227	45612	47006	48422	49833	50540	51216	51929	52626	53323
	1619.52	1701.04	1754.32	1807.92	1862.40	1916.64	1943.84	1969.84	1997.28	2024.08	2050.88
	20.244	21.263	21.929	22.599	23.280	23.958	24.298	24.623	24.966	25.301	25.636
Grp 5	44023	46261	47813	49329	50883	52420	53254	54090	54937	55773	56616
	1693.20	1779.28	1838.96	1897.28	1957.04	2016.16	2048.24	2080.40	2112.96	2145.12	2177.52
	21.165	22.241	22.987	23.716	24.463	25.202	25.603	26.005	26.412	26.814	27.219
Grp 6	46627	49021	50856	52674	54486	56328	57396	58460	59500	60568	61628
	1793.36	1885.44	1956.00	2025.92	2095.60	2166.48	2207.52	2248.48	2288.48	2329.52	2370.32
	22.417	23.568	24.450	25.324	26.195	27.081	27.594	28.106	28.606	29.119	29.629
Grp 7	49379	51960	54192	56428	58658	60884	62096	63305	64524	65728	66947
	1899.20	1998.48	2084.32	2170.32	2256.08	2341.68	2388.32	2434.80	2481.68	2528.00	2574.88
	23.740	24.981	26.054	27.129	28.201	29.271	29.854	30.435	31.021	31.600	32.186
Grp 8	52364	55132	57745	60360	62955	65547	66893	68220	69557	70903	72245
	2014.00	2120.48	2220.96	2321.52	2421.36	2521.04	2572.80	2623.84	2675.28	2727.04	2778.64
	25.175	26.506	27.762	29.019	30.267	31.513	32.160	32.798	33.441	34.088	34.733

APPENDIX A
CMU White Collar - 2026

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	40188	42168	43395	44647	45891	47120	47736	48358	48969	49598	50207
	1545.68	1621.84	1669.04	1717.20	1765.04	1812.32	1836.00	1859.92	1883.44	1907.60	1931.04
	19.321	20.273	20.863	21.465	22.063	22.654	22.950	23.249	23.543	23.845	24.138
Grp 2	40793	42802	44106	45381	46677	47952	48593	49259	49885	49598	51166
	1568.96	1646.24	1696.40	1745.44	1795.28	1844.32	1868.96	1894.56	1918.64	1907.60	1967.92
	19.612	20.578	21.205	21.818	22.441	23.054	23.362	23.682	23.983	23.845	24.599
Grp 3	41968	44050	45404	46760	48104	49485	50159	50856	51528	52208	52884
	1614.16	1694.24	1746.32	1798.48	1850.16	1903.28	1929.20	1956.00	1981.84	2008.00	2034.00
	20.177	21.178	21.829	22.481	23.127	23.791	24.115	24.450	24.773	25.100	25.425
Grp 4	43370	45554	46981	48416	49874	51328	52056	52753	53487	54205	54922
	1668.08	1752.08	1806.96	1862.16	1918.24	1974.16	2002.16	2028.96	2057.20	2084.80	2112.40
	20.851	21.901	22.587	23.277	23.978	24.677	25.027	25.362	25.715	26.060	26.405
Grp 5	45344	47649	49248	50808	52410	53993	54852	55713	56584	57445	58315
	1744.00	1832.64	1894.16	1954.16	2015.76	2076.64	2109.68	2142.80	2176.32	2209.44	2242.88
	21.800	22.908	23.677	24.427	25.197	25.958	26.371	26.785	27.204	27.618	28.036
Grp 6	48027	50492	52383	54255	56120	58017	59118	60214	61285	62385	63477
	1847.20	1942.00	2014.72	2086.72	2158.48	2231.44	2273.76	2315.92	2357.12	2399.44	2441.44
	23.090	24.275	25.184	26.084	26.981	27.893	28.422	28.949	29.464	29.993	30.518
Grp 7	50860	53518	55819	58121	60418	62710	63960	65204	66460	67700	68956
	1956.16	2058.40	2146.88	2235.44	2323.76	2411.92	2460.00	2507.84	2556.16	2603.84	2652.16
	24.452	25.730	26.836	27.943	29.047	30.149	30.750	31.348	31.952	32.548	33.152
Grp 8	53934	56786	59478	62171	64844	67513	68900	70267	71644	73031	74412
	2074.40	2184.08	2287.60	2391.20	2494.00	2596.64	2650.00	2702.56	2755.52	2808.88	2862.00
	25.930	27.301	28.595	29.890	31.175	32.458	33.125	33.782	34.444	35.111	35.775

APPENDIX B
CMU Blue Collar - 2023

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	35793	37708	39148	40583	41546	42503	43102	43695	44289	44886	45481
	1376.64	1450.32	1505.68	1560.88	1597.92	1634.72	1657.76	1680.56	1703.44	1726.40	1749.28
	17.208	18.129	18.821	19.511	19.974	20.434	20.722	21.007	21.293	21.580	21.866
Grp 2	36379	38353	39834	41319	42305	43297	43921	44558	45169	45797	46421
	1399.20	1475.12	1532.08	1589.20	1627.12	1665.28	1689.28	1713.76	1737.28	1761.44	1785.44
	17.490	18.439	19.151	19.865	20.339	20.816	21.116	21.422	21.716	22.018	22.318
Grp 3	37507	39587	41147	42704	43742	44782	45438	46114	46765	47422	48079
	1442.56	1522.56	1582.56	1642.48	1682.40	1722.40	1747.60	1773.60	1798.64	1823.92	1849.20
	18.032	19.032	19.782	20.531	21.030	21.530	21.845	22.170	22.483	22.799	23.115
Grp 4	38463	40664	42316	43971	45072	46170	46867	47549	48258	48955	49648
	1479.36	1564.00	1627.52	1691.20	1733.52	1775.76	1802.56	1828.80	1856.08	1882.88	1909.52
	18.492	19.550	20.344	21.140	21.669	22.197	22.532	22.860	23.201	23.536	23.869
Grp 5	40377	42767	44562	46355	47551	48747	49583	50419	51260	52094	52926
	1552.96	1644.88	1713.92	1782.88	1828.88	1874.88	1907.04	1939.20	1971.52	2003.60	2035.60
	19.412	20.561	21.424	22.286	22.861	23.436	23.838	24.240	24.644	25.045	25.445
Grp 6	42971	45733	47805	49874	51260	52641	53710	54766	55817	56869	57926
	1652.72	1758.96	1838.64	1918.24	1971.52	2024.64	2065.76	2106.40	2146.80	2187.28	2227.92
	20.659	21.987	22.983	23.978	24.644	25.308	25.822	26.330	26.835	27.341	27.849
Grp 7	45716	48996	51459	53920	55559	57198	58411	59613	60819	62032	63249
	1758.32	1884.48	1979.20	2073.84	2136.88	2199.92	2246.56	2292.80	2339.20	2385.84	2432.64
	21.979	23.556	24.740	25.923	26.711	27.499	28.082	28.660	29.240	29.823	30.408
Grp 8	48697	52451	55268	58082	59960	61838	63180	64522	65851	67180	68528
	1872.96	2017.36	2125.68	2233.92	2306.16	2378.40	2430.00	2481.60	2532.72	2583.84	2635.68
	23.412	25.217	26.571	27.924	28.827	29.730	30.375	31.020	31.659	32.298	32.946

APPENDIX B
CMU Blue Collar - 2024

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	36866	38840	40323	41800	42792	43778	44396	45005	45619	46232	46846
	1417.92	1493.84	1550.88	1607.68	1645.84	1683.76	1707.52	1730.96	1754.56	1778.16	1801.76
	17.724	18.673	19.386	20.096	20.573	21.047	21.344	21.637	21.932	22.227	22.522
Grp 2	37471	39503	41030	42559	43574	44595	45238	45895	46523	47172	47815
	1441.20	1519.36	1578.08	1636.88	1675.92	1715.20	1739.92	1765.20	1789.36	1814.32	1839.04
	18.015	18.992	19.726	20.461	20.949	21.440	21.749	22.065	22.367	22.679	22.988
Grp 3	38632	40774	42380	43986	45055	46126	46800	47497	48167	48845	49521
	1485.84	1568.24	1630.00	1691.76	1732.88	1774.08	1800.00	1826.80	1852.56	1878.64	1904.64
	18.573	19.603	20.375	21.147	21.661	22.176	22.500	22.835	23.157	23.483	23.808
Grp 4	39618	41885	43584	45290	46424	47555	48273	48976	49706	50423	51137
	1523.76	1610.96	1676.32	1741.92	1785.52	1829.04	1856.64	1883.68	1911.76	1939.36	1966.80
	19.047	20.137	20.954	21.774	22.319	22.863	23.208	23.546	23.897	24.242	24.585
Grp 5	41588	44050	45899	47746	48978	50209	51070	51931	52797	53656	54513
	1599.52	1694.24	1765.36	1836.40	1883.76	1931.12	1964.24	1997.36	2030.64	2063.68	2096.64
	19.994	21.178	22.067	22.955	23.547	24.139	24.553	24.967	25.383	25.796	26.208
Grp 6	44260	47106	49238	51370	52797	54219	55322	56410	57491	58575	59663
	1702.32	1811.76	1893.76	1975.76	2030.64	2085.36	2127.76	2169.60	2211.20	2252.88	2294.72
	21.279	22.647	23.672	24.697	25.383	26.067	26.597	27.120	27.640	28.161	28.684
Grp 7	47087	50467	53003	55538	57225	58914	60162	61402	62643	63893	65146
	1811.04	1941.04	2038.56	2136.08	2200.96	2265.92	2313.92	2361.60	2409.36	2457.44	2505.60
	22.638	24.263	25.482	26.701	27.512	28.324	28.924	29.520	30.117	30.718	31.320
Grp 8	50157	54026	56925	59825	61759	63694	65075	66458	67827	69195	70583
	1929.12	2077.92	2189.44	2300.96	2375.36	2449.76	2502.88	2556.08	2608.72	2661.36	2714.72
	24.114	25.974	27.368	28.762	29.692	30.622	31.286	31.951	32.609	33.267	33.934

APPENDIX B
CMU Blue Collar - 2025

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	37972	40005	41533	43054	44075	45090	45727	46355	46987	47620	48252
	1460.48	1538.64	1597.44	1655.92	1695.20	1734.24	1758.72	1782.88	1807.20	1831.52	1855.84
	18.256	19.233	19.968	20.699	21.190	21.678	21.984	22.286	22.590	22.894	23.198
Grp 2	38594	40689	42261	43836	44880	45933	46594	47272	47919	48587	49250
	1484.40	1564.96	1625.44	1686.00	1726.16	1766.64	1792.08	1818.16	1843.04	1868.72	1894.24
	18.555	19.562	20.318	21.075	21.577	22.083	22.401	22.727	23.038	23.359	23.678
Grp 3	39790	41997	43651	45304	46407	47509	48204	48922	49612	50309	51006
	1530.40	1615.28	1678.88	1742.48	1784.88	1827.28	1854.00	1881.60	1908.16	1934.96	1961.76
	19.130	20.191	20.986	21.781	22.311	22.841	23.175	23.520	23.852	24.187	24.522
Grp 4	40805	43141	44893	46648	47817	48982	49720	50444	51197	51936	52672
	1569.44	1659.28	1726.64	1794.16	1839.12	1883.92	1912.32	1940.16	1969.12	1997.52	2025.84
	19.618	20.741	21.583	22.427	22.989	23.549	23.904	24.252	24.614	24.969	25.323
Grp 5	42836	45371	47276	49180	50446	51715	52603	53489	54380	55266	56148
	1647.52	1745.04	1818.32	1891.52	1940.24	1989.04	2023.20	2057.28	2091.52	2125.60	2159.52
	20.594	21.813	22.729	23.644	24.253	24.863	25.290	25.716	26.144	26.570	26.994
Grp 6	45587	48518	50715	52911	54380	55846	56982	58103	59216	60332	61454
	1753.36	1866.08	1950.56	2035.04	2091.52	2147.92	2191.60	2234.72	2277.52	2320.48	2363.60
	21.917	23.326	24.382	25.438	26.144	26.849	27.395	27.934	28.469	29.006	29.545
Grp 7	48499	51981	54592	57204	58941	60682	61967	63244	64524	65811	67101
	1865.36	1999.28	2099.68	2200.16	2266.96	2333.92	2383.36	2432.48	2481.68	2531.20	2580.80
	23.317	24.991	26.246	27.502	28.337	29.174	29.792	30.406	31.021	31.640	32.260
Grp 8	51661	55646	58633	61620	63613	65605	67028	68453	69861	71271	72700
	1986.96	2140.24	2255.12	2370.00	2446.64	2523.28	2578.00	2632.80	2686.96	2741.20	2796.16
	24.837	26.753	28.189	29.625	30.583	31.541	32.225	32.910	33.587	34.265	34.952

APPENDIX B
CMU Blue Collar - 2026

	0	1	2	3	4	5	A	B	C	D	E
Grp 1	39112	41205	42779	44346	45398	46442	47100	47746	48397	49048	49700
	1504.32	1584.80	1645.36	1705.60	1746.08	1786.24	1811.52	1836.40	1861.44	1886.48	1911.52
	18.804	19.810	20.567	21.320	21.826	22.328	22.644	22.955	23.268	23.581	23.894
Grp 2	39753	41910	43530	45151	46226	47310	47992	48691	49356	50045	50727
	1528.96	1611.92	1674.24	1736.56	1777.92	1819.60	1845.84	1872.72	1898.32	1924.80	1951.04
	19.112	20.149	20.928	21.707	22.224	22.745	23.073	23.409	23.729	24.060	24.388
Grp 3	40984	43258	44961	46663	47798	48934	49650	50390	51101	51819	52537
	1576.32	1663.76	1729.28	1794.72	1838.40	1882.08	1909.60	1938.08	1965.44	1993.04	2020.64
	19.704	20.797	21.616	22.434	22.980	23.526	23.870	24.226	24.568	24.913	25.258
Grp 4	42031	44435	46238	48048	49252	50450	51212	51958	52732	53493	54253
	1616.56	1709.04	1778.40	1848.00	1894.32	1940.40	1969.68	1998.40	2028.16	2057.44	2086.64
	20.207	21.363	22.230	23.100	23.679	24.255	24.621	24.980	25.352	25.718	26.083
Grp 5	44121	46731	48695	50654	51960	53267	54182	55093	56010	56923	57832
	1696.96	1797.36	1872.88	1948.24	1998.48	2048.72	2083.92	2118.96	2154.24	2189.36	2224.32
	21.212	22.467	23.411	24.353	24.981	25.609	26.049	26.487	26.928	27.367	27.804
Grp 6	46956	49974	52235	54498	56010	57520	58691	59846	60992	62142	63296
	1806.00	1922.08	2009.04	2096.08	2154.24	2212.32	2257.36	2301.76	2345.84	2390.08	2434.48
	22.575	24.026	25.113	26.201	26.928	27.654	28.217	28.772	29.323	29.876	30.431
Grp 7	49955	53541	56229	58920	60709	62502	63827	65141	66460	67785	69114
	1921.36	2059.28	2162.64	2266.16	2334.96	2403.92	2454.88	2505.44	2556.16	2607.12	2658.24
	24.017	25.741	27.033	28.327	29.187	30.049	30.686	31.318	31.952	32.589	33.228
Grp 8	53211	57316	60393	63469	65520	67573	69039	70506	71958	73409	74882
	2046.56	2204.48	2322.80	2441.12	2520.00	2598.96	2655.36	2711.76	2767.60	2823.44	2880.08
	25.582	27.556	29.035	30.514	31.500	32.487	33.192	33.897	34.595	35.293	36.001

APPENDIX C

GRIEVANCE FORM

TO: _____ Chief Operating Officer, B&ECPL or
Contract Library Director

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

Signature of Grievant(s) _____

Dated: _____