COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF GATES

AND

GATES PART TIME LIBRARIAN ASSOCIATION

AFFILIATED WITH C.W.A. LOCAL 1170

EFFECTIVE JANUARY 1, 2019

EXPIRES DECEMBER 31, 2021

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AGREEMENT

This Agreement made and entered into this **October 9, 2018** by and between the Gates Public Library "Library", the Town of Gates "Town", and the Communications Workers of America, Local 1170, hereinafter referred to as the "Union".

WHEREAS, the Library, Town, and the Union as parties to this Agreement are desirous of entering into a written Contract with respect to salaries, wages, hours and other conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – PURPOSE

1.1 It is the purpose of this Agreement to effectuate the provisions of Chapter 391 of the Laws of 1967 (The Public Employees' Fair Employment Act), to provide orderly collective negotiating relations between the Town and the Union, to secure prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

1.2 The provisions of this Agreement shall be applied equally and to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, or handicapped status.

ARTICLE 2 – RECOGNITION

2.1 The Library recognizes the Union as the sole and exclusive representative for all part-time employees described in Section 2.7 of this Article, for the purpose of Collective Bargaining and processing of grievances for the maximum period defined in the Taylor Act.

2.2 The Library shall deduct from wages of employees and remit to the Union regular membership dues on behalf of those employees who have signed authorization permitting such payroll deductions, in accordance with Section 208 (1) B of the Act.

2.3 Upon ratification of the agreement, all part-time employees after 30 days of employment shall, as a condition of employment, pay or tender to the Union an amount equal to the periodic Union dues, until termination or employee's separation from the Bargaining Unit. Separation shall include transfer out of this Bargaining Unit, removal from the Town's payroll, or leave of absence of more than one month.

2.4 Thirty (30) days after returning to the Bargaining Unit, each employee shall, as a condition of employment, pay or tender an amount equal to the periodic Union dues.

2.5 The Library shall inform employees and applicants for employment of their rights and obligations under the provision of this Article.

2.6 The Union affirms that it does not assert the right to strike against the Library, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

2.7 The Bargaining Unit shall consist of all desk aides, clerks, and librarians working less than 30 hours per week.

The Library agrees not to hire employees for less than 12 hours per week for the work performed by part timers covered under this Agreement.

The Library reserves the right to hire part time on call substitute librarians for less than 12 hours per week.

2.8 Certain library employees have permanent competitive appointment under Civil Service rules. These employees have defined rights conveyed by their Civil Service status. The library is bound by those rules as they pertain to such categories as job title and seniority. Permanent competitively-appointed employees may be full-time, part-time, or job share. The Library also employs workers on a part-time basis with hourly pay. Employees have certain rights and benefits based on their job status and whether they work full or part-time. However, only employees defined in 2.7 above are considered members of the Union and are entitled to benefits pursuant to this and any future Collective Bargaining Agreements. This does not limit in any way, the Library's right to hire and continue to use part-time employees.

2.9 Effective upon ratification of the contract, the Library will provide the Union with 30 calendar days advance notice of the implementation of a new title and/or pay grade or abolishment of a job title and/or pay grade solely relating to Bargaining Unit members.

2.10 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, and judgments brought against the Library as a result of the action taken or not taken by the Employer under the provisions of Section 2.2 of this Article.

ARTICLE 3 – COMPENSATION

3.1 **Effective 1/1/2019 each employee shall receive a salary increase of 2.95%.**
Effective 1/1/2020 each employee shall receive a salary increase of 2.95%.
Effective 1/1/2021 each employee shall receive a salary increase of 2.95%.

Employees will have adjustments to their hourly rate of pay as specified in Appendix A Wages.

3.2 Starting Rates
Effective with the ratification of the Contract, starting rates will be established for new hires as follows and employees will progress to the top rate after 1 year of service.

	2019	2020	2021
Desk Aide	**$11.20/hr**	**$12.05/hr**	**$12.75/hr**
Clerk	**$14.00/hr**	**$14.50/hr**	**$14.50/hr**
Librarian	**$19.00/hr**	**$20.00/hr**	**$20.00/hr**

3.3 Each new employee or rehired employee shall be on probation consistent with Civil Service Procedures. At any time during this probationary period, the Library, in its sole discretion, may elect to discharge, discipline, or lay off the said employee.

3.4 Desk Aides and Clerks called in to substitute shall receive an additional 15% premium (as currently practiced) pay for that shift.

3.5 Pay increments shall be calculated to the ¼ hour.

3.6 Any state law increasing the minimum wage will automatically initiate a wage increase equal to the increase in minimum wage.

ARTICLE 4 – JOB SECURITY

4.1 Any reduction in the workforce shall be consistent with Civil Service Law, Sections 80 and 81.

4.2 For the duration of the Contract, no bargaining unit employees shall be laid off.

ARTICLE 5 – RETIREMENT PLAN

5.1 Employees shall be covered under Section 75(G) of one of the following plans of the New York State Retirement Fund:

A. Tier I: Employees hired prior to July 1, 1973, which may include employees making voluntary contributions.

B. Tier II: Employees hired subsequent to July 1, 1973, non-contributory employees.

C. Tier III: Employees hired subsequent to July 1, 1976, shall be required to contribute 3% of gross wages.

D. Tier IV: Employees hired subsequent to September 1, 1983, shall be required to contribute 3% of gross wages.

5.2 The parties agree that the provisions of this Article shall not be inconsistent with the provisions of the New York State Retirement Fund as enacted by the New York State Legislature.

5.3 The employee at the time of his/her retirement shall have the option of being paid out the accrued unused sick leave or adding it to their service credit for the purpose of calculating their retirement benefit.

ARTICLE 6 – WORK WEEK

6.1 A. The normal hours of work will be 9-1, 1-5, and 5-9 Monday thru Thursday, 9-1:30 and 1:30-6 on Fridays, and 9:30-1 and 1-5 on Saturdays. Employees covered by this agreement shall be offered a minimum of three shifts, 12 hours per week.

B. The library director will provide 14 days advance notice to local union reps with any changes to the shifts listed above in Para A. The library director will communicate the business needs for such changes.

6.2 Each staff member shall work according to daily and weekly schedules determined by the Circulation Sr. Clerk at the direction of the Library Director, who shall be responsible for assignment of schedules to ensure that personnel are adequately scheduled for full library service over public hours.

6.3 The Circulation Sr. Clerk is responsible for the maintenance of schedules in the library. When the Circulation Sr. Clerk, at the direction of the Library Director, is absent from his/her desk for an appreciable length of time during his/her scheduled hours, other staff members should be notified as to where he/she can be reached. An employee does not leave the library without permission, except when necessary in performing his/her routine duties. In such cases, he/she should leave word as to where he/she may be located.

6.4 When a member of the staff through illness or other reasons is unable to be on duty as scheduled, he/she should notify the Director or the Assistant Director at the earliest opportunity.

6.5 If sick leave is planned, employee is to arrange substitute coverage. (as is current practice). This does not apply to unplanned sick leave.

ARTICLE 7 – VACATION

7.1 Based on amount of service.

6 months and greater	8 hours
1 year and greater	24 hours
5 years and greater	36 hours
10 years and greater	44 hours
15 years and greater	52 hours

Vacation time may be carried over into the following year and must be used by May 31st. Employee to arrange substitute coverage (as is current practice).

Each employee will be granted their vacation accruals on January 1st of each year. Vacation requests are subject to seniority and in all instances must be approved by the employee's director.

7.2 Employees with more than 2 years continuous service at their time of separation either voluntary or involuntary, shall receive in their last paycheck, pay for any unused vacation.

7.3 In the event an employee incurs documented illness, accident, or death of a relative while on vacation, any charge against vacation credits will cease upon the first day of such illness or accident or death provided that the employee gives the Director a written request to change leave time. Additionally, the employee must provide appropriate documentation as requested by the Director. The request for change must occur on the day the employee returns to work. Any requests made after the date of return will not be considered. The employee will be charged back for the time taken for illness, accident, or death taken during vacation.

7.4 Earned vacation shall be paid to an employee's estate upon his or her death.

7.5 Employees who are promoted and as a result, become probationary employees may use up to and including a maximum of two weeks of accrued vacation time during the first six months in their new position, subject to availability and management approval as set forth herein at Section 8.2.

ARTICLE 8 – HEALTH INSURANCE

8.1 The Library shall provide each part time employee who works 25 or more hours per week the same health insurance, dental, and vision plans offered to full timers who meet the conditions below.

A. The employee shall have worked for the Town for a year.
B. The employee will be responsible for 50% of the monthly premium for each plan stated above.
C. The employee shall have worked 25 hours or more for three consecutive months and shall maintain 25 hours or more per week to be eligible.

8.2 In the event that the health insurance providers drop the plans covered by this Agreement, the parties agree to negotiate on the replacement plan or plans and the proposed health care coverage changed for the employees.

8.3 The Library will request from the insurance carriers, a detailed summary of the privileges and benefits provided in the current medical coverage plans for employees of the bargaining unit. The Town will provide the union with a copy of such detailed summary.

8.4 Effective January 1, 2009, Domestic Partner Coverage will be provided for all qualified benefits. The Town, Library, and Union will agree to mutually define Domestic Partner.

8.5 Starting in 2008, the Town will place $300 each year into a health care savings account for each full time employee of the Library. This account allows for an employee to pay for most health care expenses not covered under their medical, dental, or vision plans with tax-free dollars. All reimbursements will be subject to the rules of HFSA.

~~8.6 The parties agree that Kathy Sochia and Mary Jo Smith will continue to participate in benefit levels currently afforded to them pursuant to their status as FTE employees.~~

ARTICLE 9 – SICK LEAVE

9.1 General Provisions

1. Sick leave shall be credited as follows based on years of service:

6 months or greater	8 hours
1 year or greater	12 hours
5 years or greater	16 hours
10 years or greater	30 hours

2. Sick leave shall be granted for the following reasons:
    - Sickness or injury to the employee
    - Serious illness in the employee's immediate family requiring the care and attendance by the employee
    - Quarantine by health officials

    Immediate family for the purpose of this article shall include, Mother, Father, Child, Spouse, or another relative who is actually a member of the employee's household.

3. When sick leave extends beyond three working days, the Director may request the employee to submit a medical certificate by the attending physician.

4. In the case of serious illness in the employee's immediate family, defined above, a full time employee shall be permitted to charge necessary absence to sick leave or vacation beginning with the first day of absence.

5. When sick leave is used beyond three consecutive days because of illness in the immediate family, the Director may request a certificate by the attending physician covering the nature of the illness and the need for the employee to be in attendance of the relative.

6. Each day of sick leave shall be based upon the number of hours, which the employee would have been normally scheduled to work.

9.2 Maternity Leave

An employee who is pregnant may continue to work as long as she and her physician feel she can adequately perform her work. In maternity cases, the employee will be allowed to use her accrued sick, vacation, and compensatory time credits, if any, during the non-disability period of maternity leave.

A pregnancy related disability shall be certified by an attending physician prior to the payment of sick leave benefit to which the employee shall be entitled.

If the employee does not have any sick leave credits at the time of disability, or exhausts accrued sick leave credits during the disability period as certified by the attending physician, such employee shall be entitled to appropriate half-pay sick leave in accordance with the employee's length of service for the period of disability, as certified by the attending physician, to a maximum of six (6) months.

The employee has a right to be reinstated in a position of equivalent pay within six (6) months of the first day of disability, which results from pregnancy, subject to the written approval of her attending physician. If the employee's job function is to be changed upon return from maternity leave, such employee shall receive at least two (2) weeks of advance notice of the change of job function.

During the period of maternity leave, the employee will be entitled to all Library benefits as set forth in this Agreement. After the period of disability, the employee may request an unpaid leave of absence, the length of which, when combined with the disability period, shall not exceed six (6) months. During the course of unpaid leave, the Library will

continue to pay its share of the health insurance premium for the term of the maternity leave, not to exceed six (6) months. The Library is not required to pay for holidays, jury duty leave, bereavement leave, or sick leave during the period of unpaid leave time.

ARTICLE 10 – FAMILY & MEDICAL LEAVE ACT OF 1993

10.1 Federal law requires covered employers of which Gates Public Library is one, to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the library for at least one year, and for 1,250 hours over the previous twelve (12) months (or an average of 24 hours per week).

10.2 Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, child, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.
- Effective January 1, 2009, to care for the parent of an employee's domestic partner.

10.3 At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave per other sections of this Agreement.

10.4 The employee may be required to provide advance leave and medical leave certification. Taking of leave may be denied if requirements are not met:

- The employee ordinarily must provide 30 days advance notice when leave is "foreseeable";
- An employer may require medical certification to support a request for leave because of serious health condition, and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

10.5 For the duration of Family and Medical Leave, the employer must maintain the employee's health coverage under any group health plan (applicable to salaried or job shared positions only).

Upon return from Family or Medical Leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of Family and Medical Leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave. (Note: accrued benefits such as sick or vacation leave do not continue to accrue for any unpaid leave for applicable employees).

ARTICLE 11 – BEREAVEMENT LEAVE

11.1 All employees will be granted **three (3)** working day leave with pay due to death in the employee's immediate family which shall include: spouse, parent or step-parent, child,

brother or sister, father or mother-in-law, grandparents, grandchild, domestic partner, or any other relative residing in the household.

11.2 Employees will be granted one (1) working day leave with pay due to death of any relative of the employee not listed in Section 11.1 above or **person of significance**. Said absence must be reported to the Director of the first day of such absence.

ARTICLE 12 – HOLIDAYS

12.1 Employees covered by this Agreement shall be entitled to holidays with pay as follows:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

12.2 Two floating holidays are granted to the employees and are to be used at the discretion of the employee, with prior written approval from the Director and/or Assistant Director, in the absence of the Director. The request will be granted on a first-come basis.

12.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 13 – RECIPROCAL RIGHTS

13.1 The Union shall have the right to post notices and communication relative to Union business on bulletin boards maintained on the premises and facilities of the Library.

13.2 The Library recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement, and to appear at public hearings before appropriate municipal organizations, and to prepare and negotiate contracts on their behalf.

13.3 Employees who are designated or elected for the purpose of adjusting grievances, preparing for and negotiating contracts, or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties, with pay, to fulfill these obligations which have as their purpose maintenance of harmonious and cooperative relations between the Library and the employees, and the uninterrupted operation of government.

13.4 Upon demand, the Union or the Library will give the names of their representatives and attorney to the opposite party.

13.5 Any member of the Union shall have the right to present a grievance to representatives of the Library for filing such grievance with his designated Union representative, without loss of pay.

13.6 Representatives of the Union will be allowed release time with pay for the purpose of representing employees in a grievance in any stage of the grievance procedure.

13.7 Union representatives shall be allowed release time with pay to meet with Town representatives for the purpose of discussing on behalf of employees: salaries, working conditions, grievances and disputes relating to the terms and conditions of this Agreement, and preparation and negotiations for contracts.

13.8 The parties to this Agreement agree to the following procedure for release time for Union Business:

A. Union representatives shall notify immediate supervisor of the requirement for release time, and shall document the place of intended visitation, the general purpose of the release time, and the estimated duration of absence.

B. Upon arrival at destination, the Union representative shall notify the supervisor of that department of his presence, the fact that the person is on Union Business, and the estimated duration of his stay.

C. The Union representative shall, upon return to his department, document the time of his return.

D. Management may deny leave time, if it interferes with the operation of the Library.

E. The Director may not unreasonably deny time off requested. An employee is allowed up to one (1) hour during a workday to handle any grievance.

ARTICLE 14 – SEPARABILITY

14.1 Should any part hereof, or any provision herein contained, be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 15 – MANAGEMENT RIGHTS

15.1 The Library retains the sole and exclusive right to manage and direct its operations and work forces and hereby retains and reserves unto itself all right, power, authority, duty, and responsibility conferred on and vested in it by the laws and Constitution of the State of New York and/or United States of America.

15.2 The exercise of any such right, power, authority, duty, or responsibility by the Library and the adoption of such rules, regulations and policies as it may deem necessary shall, as they apply to employees covered by this Agreement, be limited only by the specific and express terms of this Agreement.

ARTICLE 16 – PERSONNEL RULES

16.1 The Library has the right to adopt additional personnel rules, which are not in conflict with the provisions of this Agreement. The Union has reviewed current policies prior to executing this Agreement.

16.2 The Library agrees to conform to the specific and express provisions of this Agreement, for the term of this Agreement, and will not alter or modify any such provision without negotiating with the Union prior to any such modification or alteration.

ARTICLE 17 – DISCIPLINARY ACTION

17.1 A permanent competitive employee for whom discipline or discharge is being contemplated shall have the option to waive his rights under Civil Service Law, Section 75 and elect to utilize the Grievance and Arbitration provisions of this Agreement if the disciplinary action is contested. The election of one remedy precludes the employee from pursuing another remedy covered by this Agreement.

17.2 When discipline or discharge is contemplated, the employee shall be so advised and will be given three (3) working days to select the method under which discipline will proceed (i.e. Civil Service, Section 75, or contractual Grievance and Arbitration). The employee's election shall be in writing.

17.3 For employees electing the contractual process, any grievance will commence at Step 1 and will be filed within the time frames set forth in the Contract. The pendency of a grievance under this Article shall not restrict the Library's right to take any action being contested by the employee.

17.4 Employees not covered by Civil Service Law, Section 75, will be subject to discipline and discharge in accordance with the provisions of the Grievance and Arbitration articles of this Contract.

17.5 The Library maintains the right to discipline an employee in accordance with Civil Service Guidelines.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 A grievance shall be a complaint by an employee or group of employees, or by the Union on behalf of an employee group of employees, that said employee or group of employees have, in any manner, been treated unfairly as to wages, hours, or working conditions, or by an authorized Union representative with respect to the interpretation or application of any provision of any collective bargaining agreement between the parties.

18.2 The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged, or otherwise separated from the payroll until the time limits of the grievance and arbitration procedure have been exhausted (except termination of a probationary employee shall not be subject to the arbitration procedure).

18.3 Permanent competitive employees facing contemplated discipline shall have the option to elect Civil Service Law, Section 75, or the contractual Grievance and Arbitration process (see Article 19).

18.4 Grievances presented at any step of the grievance procedure shall be presented in writing on the grievance form adopted by the parties. The Library's answer shall also be in writing.

STEPS

Step 1: Director/Assistant Director
Step 2: Town Supervisor

18.5 No grievance shall be considered unless presented within fifteen (15) working days from the date the alleged grievance first arose.

18.6 Grievances presented at the Step 1 shall be answered within seven (7) working days. The Union shall then have seven (7) working days to answer the Library's Step 1 answer, or move the alleged grievance to Step 2 by written request, setting forth the reason for the non-acceptance of the Library's response.

18.7 Step 2 grievances must be filed within ten (10) days of the Library's response to the Step 1 grievance. The Library then shall have ten (10) working days to answer the Step 2 grievance. Step 3 grievances must be filed within ten (10) working days of the Library's response to the Step 2 grievance. The Town Supervisor will have ten (10) days to respond to the Step 3 grievance.

18.8 Settlement of grievance shall not be final and binding unless endorsed by the Union, the Library Board, and the Town of Gates or their appropriate designee.

18.9 The Union shall notify the Library of those authorized Union representatives authorized to present and process grievances.

18.10 The Union shall notify the Library of authorized Union representatives to be no more than three (3) persons including the aggrieved person to present or process the grievance. An attorney may be present to represent any of the parties.

18.11 Time limits for presenting grievances may be extended by mutual agreement of both parties.

ARTICLE 19 – ARBITRATION

19.1 If the Union is not satisfied with the Step 3 response in only those grievances concerning discharge, demotion, or disciplinary action by the Library, and those grievances concerning intent, meaning, or application of the terms of this Agreement, the Union shall have the right to submit the dispute, after Step 3, to arbitration. The decision to reduce the workforce is not arbitrable. The Union must notify the Library of the intent to arbitrate the grievance within thirty (30) working days after receiving the Library's Step 3 grievance procedure answer.

19.2 Within fifteen (15) working days of notifying the Library of its intent to submit an issue to arbitration, the Union shall request from the New York State Public Employment Relations Board, a panel of seven (7) names to be submitted to both parties. The parties shall select an arbitrator from the panel by alternately striking the names from the panel until one name

remains. The remaining person shall be designated the arbitrator for this dispute. Either party to this agreement may request one additional list of arbitrators from PERB.

19.3 Nothing contained herein shall prevent the parties from selecting a mutually agreeable arbitrator not included in the PERB list.

19.4 The arbitrator shall have no authority to add to or subtract from or modify the provisions of any contract between the parties; but this in no way shall limit him/her in the interpretation or meaning he/she may place upon any of the provisions of any contract between the parties in rendering a decision and/or award.

19.5 The decision and/or award of the arbitrator shall be final and binding on both parties and enforceable in a court of law.

19.6 Compensation and expenses of the arbitrator and the general expenses of arbitration shall be shared equally by the parties.

19.7 Each of the parties shall bear the expenses of representatives and witnesses.

ARTICLE 20 – SENIORITY

20.1 Seniority shall be defined as the length of continuous service with the Library within classifications covered by this Agreement.

20.2 In the event of a reduction of force among non-competitive or labor class employees, employees on probationary status in the affected classification shall be the first laid off. Thereafter, employees by inverse length of service within the classification affected shall be laid off.

20.3 An employee's continuous service and all of their seniority rights shall be terminated by any of the following:

A. Voluntary quit;
B. Discharge for cause;
C. Retirement;
D. Failure to report to work for three (3) consecutive days without notice;
E. Failure to return from an approved leave of absence;
F. Lay-off for a period of one year; and
G. Continuous sick leave for a period of twelve months.

20.4 Any employee who has voluntarily resigned and in good standing, upon reinstatement will receive credit for their prior service towards wages and benefits, once they have completed six (6) months of service.

ARTICLE 21 – JURY DUTY

21.1 Any employee required to serve as a juror will continue to receive his regular base pay for his standard scheduled hours. Any compensation received by an employee for service as a juror (excluding mileage and parking fees) will be reimbursed by the employee to the Library. It is expected that employees who receive notice to serve as jurors will advise

their supervisors promptly and will cooperate in the rescheduling of jury service should the initial period be a hardship on the department.

ARTICLE 22 – MILITARY LEAVE

22.1 Employees will be granted paid leave for annual military leave consistent with Section 242 and 243 of New York State Military Law. Such leave will not be charged to vacation or sick time.

ARTICLE 23 – LEAVE WITHOUT PAY

23.1 Upon occasion leave without pay may be granted to an employee, beyond the probationary period, by the Director for leave not to exceed six months. Examples of a valid reason for leave without pay are: maternity beyond benefits outlined in this Agreement, education, personal or family problems, not covered by the Family and Medical Leave Act, or extended family travel. All accrued vacation days and personal days are to be used before a leave without pay will take effect. Accumulated sick time can be carried over until return. Leave is only granted with the Director's approval.

ARTICLE 24 – HIRING PRACTICES

24.1 The Director will consistently comply with the hiring and appointing requirements of Civil Service and will strive to fill all library positions with the best qualified candidates, whether or not other members or their family are also presently employed by the Library. However, the Director is specifically prohibited from hiring members of his/her immediate family and immediate family members of the Library Board or the Town Board due to potential conflicts of interest. The Library complies with all Federal and State Regulations dealing with employment practices.

ARTICLE 25 – RESIGNATION OF EMPLOYMENT

25.1 Clerks are to give at least ten (10) business days and Librarians are to give twenty (20) business days written notice of the Resignation of Employment with the Library.

25.2 For those employees entitled to paid benefits, accrued compensatory time up to a maximum of 37 ½ hours and vacation time due and not yet taken, are to be paid to the employee as required by New York State Labor Laws.

25.3 Upon termination of employment, an exit interview may be held by the Library.

ARTICLE 26 – PERSONNEL REFERENCE PRACTICES

26.1 All references will be handled by the Director or Assistant Director.

ARTICLE 27 – RESIDENCY

27.1 Employees are not required to be residents of the Town of Gates prior to their appointment to the Gates Public Library position but preference may be given to Gates residents.

ARTICLE 28 – POLITICAL ACTIVITIES

28.1 The Library must project a non-partisan image to the public. Each employee must be conscious that while he/she is on duty, his/her actions are judged as representatives of the Library.

28.2 Accordingly, while an employee is on duty, he/she may not wear partisan political buttons or other garb. Nor may he/she participate in a partisan political discussion with either fellow employees or library patrons while on duty in public areas of the Library.

ARTICLE 29 – CODE OF ETHICS

29.1 All employees are expected to adhere to the Code of Ethics for the Town of Gates.

ARTICLE 30 – DRUG FREE WORK PLACE

30.1 Gates Public Library affirms its intent to maintain a drug free work place. Library employees are prohibited from unlawful use, distribution, or possession of controlled substances, including alcohol, while on duty. Library employees are also prohibited from working while their abilities are impaired due to the use of alcohol and/or drugs. Violations of this policy will be subject to appropriate discipline and/or legal action.

ARTICLE 31 – COMPLETE AGREEMENT

31.1 The parties acknowledge that during the negotiations that preceded this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not remedied by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Library and the Union each agrees that the other shall not be obliged to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated and signed this Agreement.

31.2 This Agreement shall represent all employees' rights, privileges, and benefits granted by the Library to its employees and unless specifically and expressly set forth in this Agreement, all other employee rights, privileges, and benefits previously granted are no longer in effect.

31.3 All benefits conferred to the employees in this Agreement are subject to the applicable provisions of law.

ARTICLE 32 – TERM OF AGREEMENT & FUTURE NEGOTIATIONS

32.1 Term of Agreement

This Agreement shall become effective **1/1/19**, and shall terminate **12/31/21**.

32.2 Future Negotiations

The parties mutually agree that negotiations for the Contract Year June 1st, 2021 will commence.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this _____ day of _____.

GATES PUBLIC LIBRARY:

Melanie A. Sanders

GATES PART TIME LIBRARY ASSOCIATION:

John Pustorino

Joan M. Englert