

Agreement between
THE NEW YORK
PUBLIC LIBRARY
and
LOCAL 1930
DISTRICT COUNCIL 37
AFSCME, AFL-CIO

Effective April 1, 1995 – March 31, 2000

Article		Page
I	Recognition.....	3
II	Non-Discriminatory Policy.....	7
III	Union Security	7
IV	Salaries.....	8
V	Welfare Fund.....	8
VI	Pay Differential	10
VII	Disciplinary Procedure.....	10
VIII	Grievance Procedure.....	11
IX	Interpretation of Agreement.....	11
X	Scheduling.....	12
XI	Leave Regulations.....	13
XII	Union Rights	17
XIII	Union Officials	18
XIV	Information to the Union	18
XVI	Library Facilities.....	19
XVII	Extreme Temperature Procedures.....	20
XVIII	Promotions	21
XIX	Classification	22
XX	Transfer Policy.....	22
XXI	Staffing	23
XXII	Job Security.....	23
XXIII	Union Committee on Staff Development.....	29
XXIV	Past Benefits	30
XXV	No Strike Clause.....	30
XXVI	Personnel Data.....	30
XXVII	Jury Duty.....	31
XXIX	Death Benefit.....	31
XXX	Economic Terms	32
XXXI	Recall Procedure	32
XXXII	Duration of Agreement	37
	Letter of Agreement.....	41
	Letter of Information	42

Recognizing that **The New York Public Library** and its staff members mutually desire the best possible library services for its users, and whereas the Library collects, catalogs, preserves, and provides access to materials so that the Library may serve users today and in the future, this Collective Bargaining Agreement is entered into this 23rd day of May 1997, to be effective as of the first day of April, 1995, by and between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATION, organized under the laws of the State of New York, hereinafter called the "Library," and Local 1930 of the AMERICAN FEDERATION of STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO and DISTRICT COUNCIL 37 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union."

ARTICLE I Recognition

Section 1.

The Library recognizes the Union as the representative of, and this Agreement shall apply to, the staff members in the titles listed below, who have submitted check-off authorizations or who make required payments of dues directly to the Union pursuant to Article III of this Agreement, with certain exceptions involving supervisory or confidential positions:

- Accounting Clerk I- Level I
- Accounting Clerk 11 - Level II
- Accounting Clerk III - Level HI
- Assistant to Systems Support Officer
- Audio Visual Aid Technician (*provided no other union presently represents the incumbents of this title*)
- Cashier
- Clerk Stenographer
- Clerk Typist I
- Clerk Typist 11 - Level I
- Clerk Typist II - Level III
- Clerk Typist III - Level II
- Clerk Typist III - Level III
- Clerk Typist IV - Level I (*with exceptions*)
- Community Liaison Assistant
- Computer Operator I
- Computer Operator 11
- Computer Operator III
- Computer Operator Trainee
- Conservation Assistant
- Conservation Specialist
- Conservation Technician
- Film Video Historian
- Illustrator
- LB Systems Support Associate
- Librarian
- Librarian I
- Librarian II
- Librarian III

Librarian IV
Library Administrative Assistant
Library Administrative Associate
Library Information Assistant
Librarian Trainee
Library Clerical Assistant I
Library Clerical Assistant II - Level I
Library Clerical Assistant 11 - Level III
Library Technical Assistant I
Library Technical Assistant 11
Library Technical Assistant III
Library Technical Assistant IV
Manager, Audio Book Studio
Office Aide I
Office Aide II
Office Aide III
Office Appliance Operator
Office Associate I *(with exceptions)*
Office Associate III *(with exceptions)*
PC/LAN Support Technician Level I
PC/LAN Support Technician Level 11
PC Maintenance Technician
Personnel Assistant
Personnel Records Clerk - Level II
Personnel Records Clerk - Level III
Principal Librarian
Programmer
Programmer Trainee
Proofreader
Public Relations Assistant
Purchasing Assistant- Level I
Secretary I
Secretary II *(with exceptions)*
Senior Illustrator
Senior Librarian
Senior Programmer
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Statistical Clerk
Stenographer
Stenographic/Secretarial Associate *(with exceptions)*
Stenographer/Secretary-Level 11 *(with exceptions)*
Supervising Audio Technician
Supervising Librarian
Supervising Proofreader

Systems Analyst
 Systems Analyst Trainee
 Telecommunications Technician
 Telephone Operator-Level II
 Telephone Operator -Level II

The following positions comprise the exceptions excluded from the bargaining unit:

Clerk Typist IV-Level I	-President's Office
Office Associate I (2)	-Office of The Branch Libraries
Office Associate I	-Human Resources Department Employment and Placement Office
Office Associate I	-Human Resources Department Employment and Placement Office
Office Associate III	-Human Resources Department Employment and Placement Office
Office Associate III	-Human Resources Department Personnel Records Office
Secretary II	-Public Relations Office Secretary to Manager
Secretary II	-Director's Office
Secretary II	-Library Information and On-line Systems Processing Office Secretary to Manager
Secretary II	-Human Resources Department Employment and Placement Office
Secretary II	-Human Resources Department Benefits Office
Secretary II	-Preparation Services Secretary to Associate Director
Secretary II	-Humanities and Social Sciences Research Center, Secretary to Associate Director
Secretary II	-Research Libraries Administrative Office
Senior Librarian	-Office of The Branch Libraries
Stenographer/Secretary -Level II	-Office of The Branch Libraries Secretary to Coordinator of Administrative Services
Stenographer/Secretary -Level II	-Bronx Borough Office- Secretary to Bronx Borough Coordinator
Stenographer/Secretary -Level II	-Manhattan Borough Office- Secretary to Manhattan Borough Coordinator
Stenographer/Secretary -Level II	-Staten Island Borough Office- Secretary to Staten Island Borough Coordinator
Stenographic/Secretarial	-Mid-Manhattan Library- Associate Secretary to Chief Librarian

Stenographic/Secretarial	-Office of The Branch Libraries- Associate Secretary to Assistant Director
Supervising Librarian	-Technical Services Administration
Supervising Librarian	-Technical Service-Associate Director Materials Acquisition Office
Library Administrative Associate Assistant	-Schomburg Center for Research in Black Culture/Public Affairs and Development (<i>2 positions</i>)
Library Administrative Assistant	-Accounting Office
Library Administrative Associate	-Development Office
Library Administrative Associate	-The Schomburg Center for Research in Black Culture/Public Affairs and Development (<i>2 positions</i>)
Library Administrative Associate	-Staten Island Borough Office
Library Administrative Associate	-Purchasing Office (<i>3</i>)
Library Administrative Associate	-Technical and Computer Services The Branch Libraries

For the purpose of this Agreement, the term "staff member" shall not include a person employed on a temporary basis or compensated on the basis of per diem, per hour, honorarium or lump sum contract.

Section 2.

The Library agrees that during the term of this Agreement it will not recognize any other union as the representative of the staff members (as defined in Section 1). It is agreed by the parties hereto that nothing in this Agreement shall be construed as requiring any staff member to join the Union. The right of any staff member to join any union of his or her choice or to refrain from joining any union is recognized by the parties to this Agreement.

The Library shall not interfere with the right of any person in its employ to become a member of the Union, if he or she so desires, and the Library shall not discriminate against, interfere with, or coerce any staff member because of his or her membership in the Union.

The Union shall not interfere with, or coerce any person employed by the Library in any capacity with respect to Union membership. The Union shall not engage in collection of penalties or assessments, solicitations of members, or drives for membership during working hours. However, any District Council 37 staff member may confer with Library staff in branch library staff rooms during the staff member's own time provided there is no objection by other staff members present.

Nothing herein shall be construed to preclude or restrict the right of each person in the Library's employ, whether a member of the Union or not, to confer directly with the Library, or the right of the Library to confer directly with any such person, on any matter relating to terms and conditions of employment or otherwise.

ARTICLE II
Non-Discriminatory Policy

The Library and the Union do not and shall not discriminate against any staff member or applicant for employment because of race, color, religion, sex, age, national origin, citizenship status, marital status, sexual orientation, disability veteran status, or political affiliation with respect to wages, hours, or any terms or conditions of employment, including but not limited to recruitment, employment, appointment, promotion, transfer, terminations, and selection training.

Article III
Union Security

Section 1.

Effective with the signing of this Agreement, all staff members who are members of the Union and all staff members who subsequently join the Union shall maintain their membership in good standing during the term of this Agreement.

Section 2.

Effective with the signing of this Agreement, all staff members who are not union members shall decide within thirty days whether they wish to:

- (a) Join the Union and pay the appropriate periodic dues required as condition of membership in the Union

OR

- (a) Decline to join the Union but pay to the Union a contract consideration equivalent to the appropriate periodic dues required of Union members.

A staff member who chooses neither of these options shall be dismissed from the employ of the Library.

Section 3.

Staff members who are Union members paying appropriate periodic dues staff members paying the contract consideration fee may cause the dues or to be paid by authorizing the withholding of the appropriate amount from the salary check via a check-off system. In lieu of such check-off a staff me may make direct payment to the Union.

Section 4.

Each staff member who elects the check-off system for payment of the periodic dues or the contract consideration fee shall submit to the Library's Payroll Office a check-off authorization on a form approved by the Library and the Union distributed by the Library to each staff member in a title covered by the Agreement. The Library shall thereupon submit to the Union a list of such staff members and their units, indicating the decision made by each staff member regarding check-off for membership dues or contract consideration fee.

Section 5.

Any person appointed to a position in the Library after the signing of the Agreement, and during the remaining term of this Agreement, shall have thirty days from the date of appointment in which to decide whether to join the Union and pay the appropriate periodic dues or decline to join the Union but pay the equivalent contract consideration fee. The staff member shall record his or her decision on a form provided for this purpose. Any such person who chooses neither of these options shall be dismissed from the employ of the Library.

Section 6.

- a) Should District Council 37 elect to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, it shall have the right in conformance with applicable law to have check offs to that fund for such political purposes.
- b) Any staff member covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the staff member's wages for such purpose in an authorization form acceptable to the Library which bears the signature of the staff member.

**ARTICLE IV
Salaries**

With regard to salaries, this Agreement shall in all respects follow the terms of the applicable Labor Relations orders implementing applicable agreements between District Council 37, representing the staff of The New York Public Library, and the City of New York regarding salaries of Librarian Trainee, Librarian, Senior Librarian, Supervising Librarian, and Principal Librarian; and the Library agrees to corresponding salary treatment for those positions paid from private funds in the titles of Librarian Trainee, Librarian I, Librarian II, Librarian III and Librarian IV.

The Library shall continue to make every reasonable effort to expedite the payment of agreed upon wage increases, overtime compensation, shift differential pay, premium pay, and approved staff member out-of-pocket expenses, and the Union shall be kept apprised of all progress.

The Library shall continue to make every reasonable effort to provide adequate notice of a staff member's salary garnishments.

**ARTICLE V
Welfare Fund**

Section 1.

- V. To the extent permitted by law and specified in other sections of this Article, the Library agrees to provide a welfare plan which shall match the "Health and Security" benefits available as a consequence of Article XIII of the 1990-1992 City Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO. Such benefits will be available to full-time salaried staff members, part-time salaried staff members, and retirees separated from payroll subsequent to June 30, 1970, in accordance with the eligibility and other regulations specified by the City of New York and/or District Council 37.
- VI. The contribution paid on behalf of each full-time per annum City reimbursable employees of the DC 37/NYPL Health and Security Plan Trust shall be reduced by one hundred dollars (\$ 100) per annum for the period July 1, 1995 to June 30, 1996. This

shall be in addition to the \$100 deferral amount already deducted for each full-time City reimbursable employee.

- VII. Effective March 1, 1998, the contribution to the DC 37/NYPL Health and Security Plan Trust shall be increased by \$75 per annum for each full-time City reimbursable employee.
- VIII. Effective June 1, 1999, the contribution to the DC 37/NYPL Health and Security Plan Trust shall be increased by \$75 per annum for each full-time City reimbursable employee.
- IX. Effective July 31, 1999, there shall be a one hundred (\$100) dollar contribution to the DC 37/NYPL Health and Security Plan Trust on behalf of each full-time City reimbursable employee who is receiving benefits on July 31, 1999.
- X. The per annum contribution rates paid on behalf of eligible part-time per annum City reimbursable employees and the one-time lump sum payment (for such employees who are receiving benefits on July 31, 1999) shall be adjusted in the same proportion heretofore utilized by the parties for all such employees as the per annum contribution rates are adjusted in section I(b), I(c), I(d) and I(e) above for full time employees.
- XI. The per annum contribution rates paid on behalf of City reimbursable employees separated from service to the DC 37/NYPL Health and Security Plan Trust which covers such employees and the one-time lump sum payment (for such employees who are receiving benefits on July 31, 1999) shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Sections I(b), I(c), I(d) and I(e).
- XII. Welfare Fund benefits will be provided to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees with the approval of the Trustees of the DC 37/ NYPL Health and Security Plan Trust.
- XIII. District Council 37 shall provide written advice which specifies the benefits available to eligible persons on and subsequent to July 1, 1978 as well as pertinent regulations and shall report similarly in writing any revisions adopted during the period of this Agreement. Sufficient time, not to exceed four (4) months following receipt of such written notice, shall be allowed the Library for the implementation of any new or revised benefits.
- XIV. Subject to conditions imposed by the respective carriers for group participation, staff members who work at least 17 1/2 hours per week, but less than 20 hours per week, shall as a group be entitled to pay for their own health insurance for health plans presently provided to full-time staff members. The Library shall have no obligation for premium contributions for such part time staff members but shall receive such contributions from the affected staff members as a group and remit such contributions to the carriers.
- XV. For such period as the City provides the portion of the funds under Sections I(c), I(d) and I(e) for the purpose of benefits previously provided through the "Educational Fund" the Library agrees to contribute to the DC 37/NYPL Health and Security Plan Trust \$25 per annum per staff member in previously covered private titles.

ARTICLE VI
Pay Differentials

Section 1.

Privately paid librarians shall be paid an educational differential of \$600.00 per year when they have, in addition to the graduate library science degree, a graduate degree from a recognized university. In the case of a degree awarded by a university outside the United States of America, recognition of this degree is subject to equivalency determination by the United States Office of Education. The Library will request City approval and funds for comparable treatment of City paid staff in librarian titles.

Section 2.

As long as the City of New York agrees to pay for shift differential as provided in Article III of the 1990-1992 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO, the Library shall elect this coverage for those staff members on City budget lines, and the Library shall also provide, during such period, equivalent coverage for its privately paid staff members.

Section 3.

Meal and car allowance and overtime shall be paid in accordance with Articles IV and VIII of the 1990-1992 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO.

ARTICLE VII
Disciplinary Procedure

Section 1

This Article shall not apply to subject matters referred to in *Article XXII*.(Job Security). Nothing in this Article shall prohibit the Library from taking appropriate non-disciplinary action with regard to physical or mental disability.

Section 2.

Upon the decision of the Library to consider a disciplinary action of suspension, demotion or dismissal against a staff member for cause, written notice of the charges and the time for a hearing shall be given in advance of such hearing to the staff member. At the hearing, the staff member shall be entitled to be represented by the Union. Hearings to consider such suspension, demotion, or dismissal shall be held by the appropriate Department Chief or the Department Chief's representative and the designee of the Vice President for Human Resources.

Section 3.

A staff member may be suspended immediately for up to fifteen (15) working days when there is reason to believe that the staff member presents an actual and continuous threat to persons or property or when there is reason to believe that the staff member has engaged in criminal conduct while on the premises. The staff member may also be suspended immediately for up to fifteen (15) working days when (s)he twice explicitly refuses the same instructions from a supervisor or for failure to perform his or her duties by reason of other grossly disruptive conduct, including intoxication while on duty. The hearing referred to Section 2 shall be held as soon as possible.

Section 4.

Except for the provisions in Section 3 above, no suspension, demotion, or dismissal shall be imposed upon any staff member until the hearing provided for in Section 2 above has been held, a determination made, and a copy of the determination in writing served upon the staff member, nor shall any suspension imposed at such hearing be in excess of thirty (30) working days. No staff member shall be fined as a disciplinary measure. Suspension without pay shall not be regarded as a fine.

Section 5.

Within thirty (30) calendar days from the date of service of the determination after the disciplinary hearing, the Union, with the consent of the staff member, shall be entitled to appeal the decision of the hearing officers to the Vice President for Human Resources at Step 4 of the grievance procedure for those staff members with trial, provisional and regular appointments, and if the staff member has a provisional or regular appointment, through the remaining higher grievance procedure steps, including arbitration provided, however, that matters pursuant to Section 12 of Article XXII regarding the non-renewal of a provisional appointment or the refusal to extend a provisional appointment or the refusal to grant a regular appointment at the appropriate time shall not be subject to the provisions of this disciplinary procedure Article or to any appeal, grievance or arbitration pursuant to this Agreement or otherwise.

**ARTICLE VIII
Grievance Procedure**

Step 1.

A grievance should first be discussed with the immediate supervisor, and, if not resolved by that supervisor shall then be discussed within sixty (60) working days of the occurrence of the problem with the staff member's branch librarian, division chief, or other unit head. If the staff member desires to be accompanied by a steward and/or other Union representative, an appointment must be made in advance; the unit head will schedule a meeting within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. At this step, a written statement of the grievance is preferred but not required. A written decision on the grievance, if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted by mutual agreement. Non-Union members of the Library may avail themselves of the Library's grievance procedure.

Step 2.

It shall be presumed that the grievance has been satisfactorily resolved at Step I unless the staff member submits a written statement to the contrary to the supervisor or unit head at the next higher administrative level, if there is one below the Department Chief, within three (3) working days after the completion of Step 1. This supervisor or unit head will then schedule a meeting with the staff member and, if the staff member wishes, a steward and/or other Union representative within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. A written decision on the grievance if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted or the time extended by mutual agreement.

Step 3.

It shall be presumed that the grievance has been satisfactorily resolved at Step 2 (or Step I if Step 2 is not applicable) unless the staff member submits a written statement to the contrary to the appropriate Department Chief within three (3) working days after the completion of Step 2. The Department Chief and the designee of the Vice President for Human Resources will conduct a hearing within seven (7) working days of receipt of such written statement, and a written response will be released to the staff member within seven subsequent working days. The staff member may be accompanied at this step by a steward and/ or other Union representative. This step may be omitted or the time extended by mutual agreement.

Step 4.

It shall be presumed that the grievance has been satisfactorily resolved at Step 3 unless the staff member submits a written statement to the Vice President of Human Resources who has been designated to do so by the President of the Library appealing the Step 3 decision within five (5) working days. The Vice President, or his or her designated representative, will then, if (s)he deems it conduct a hearing open to those eligible to attend the hearing at Step 3 necessary and the decision shall be rendered in writing within ten (10) working days.

Step 5.

Appeals from an unsatisfactory decision at Step 4 may be brought by the grievant to impartial arbitration within fifteen (15) working days of receipt of the decision by referring the grievance to the American Arbitration Association, the arbitrator to be selected in accordance with the rules of the American Arbitration Association. In this arbitration step, the entire case, in all its aspects, both procedural and substantive, shall be put before the arbitrator. The cost of such arbitration shall be borne by the grievant and/or his or her representative and the Library. The decision of the arbitrator shall be final and binding.

ARTICLE IX

Interpretation of Agreement

Any controversy between the parties concerning the interpretation of this Agreement will be submitted for arbitration and final and binding determination by the American Arbitration Association under its rules.

ARTICLE X

Scheduling

Section 1.

Sunday and holiday work shall be scheduled, where possible, first on a voluntary basis, then on a rotation basis.

Section 2.

Schedules shall be posted two (2) weeks in advance and may be changed by the Library because of unanticipated situations, including but not limited to, unanticipated requirements imposed by the City of New York, staff allocation problems resulting from absences or budgetary changes, disruption of public transportation, or physical plant breakdowns.

Section 3.

Staff members may request in advance of schedule making that they be given specific dates or hours free from work.

Section 4.

When possible, the Library will not require a staff member to work every Saturday, except as a condition of appointment to a position. When scheduling allows, however, a staff member who wishes to work Saturdays shall be allowed to do so, provided no overtime will result.

Section 5.

Staff members shall not be required to work involuntarily on a split-shift basis.

Section 6.

On pay days members who have not elected to use direct deposit shall be given ten minutes in addition to regular breaks or ten minutes in addition to the lunch hour (the choice to be determined staffing needs) as excused time to cash their salary checks.

Section 7.

In so far as practicable and where staffing permits, staff members shall not be required to work more than two consecutive hours at a public service desk

Section 8

In 1998, the Library will grant a "Bonus Day" on December 26th. In 1999, the Library will grant a "Bonus Day" on December 24th and December 31st.

Section 9-*Floating Holidays:*

In place of Election Day and Lincoln's Birthday as provided for in Library Administrative Memorandum No. 7, section 8.1, the Library will grant two "floating holidays".

**ARTICLE XI
Leave Regulations**

Section 1-*Annual Leave:*

a) A combined vacation, personal business, and religious holiday leave with full pay, known as "annual leave", shall be granted to all staff members and such leave shall accrue in accordance with the following schedule:

For all staff members hired prior to July 1, 1986, annual leave will be accrued as follows:

ANNUAL LEAVE						
Normal Work Week	Less than 8 years		8-15 years		15 or more years	
Schedule in Hours	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	160	13:20	200	16:40	216	18:00
35-39	140	11:40	175	14:35	189	15:45
30-34	120	10:00	150	12:30	162	13:30
25-29	100	8:20	125	10:25	135	11:15
20-24	80	6:40	100	8:20	108	9:00
17-19	70	5:50	88	7:20	95	7:55
15-16	60	5:00	75	6:15	81	6:45
10-14	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None

For all staff members hired after July 1, 1986, annual leave will be accrued as follows:

ANNUAL LEAVE								
Normal Work Week	LESS THAN 5		5-7 YEARS		5-15 YEARS		15 OR MORE	
Schedule in Hours	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	120	10	160	13:20	200	16:40	216	18:00
35-39	105	8:45	140	11:40	175	14:35	189	15:45
30-34	90	7:30	120	10:00	150	12:30	162	13:30
25-29	75	6:15	100	8:20	125	10:25	135	11:15
20-24	60	5:00	80	6:40	100	8:20	108	9:00
17-19	52:30	4:25	70	5:50	88	7:20	95	7:55
15-16	45:00	3:45	60	5:00	75	6:15	81	6:45
10-14	30:00	2:30	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None	None	None

- b) Staff members may take annual leave at a time of their own choosing during the prescribed vacation year as long as no staffing problem is created in the local unit. Where a problem in staffing exists, initial scheduling of annual leave within the local unit shall be approved on the basis of seniority within the title in the Library.

- c) Upon presentations of verification, when a death in a staff member's immediate family occurs while the staff member is on annual leave, such time as is excusable for a death in the immediate family pursuant to LAM #7 shall not be charged to annual leave.

Section 2 -Sick Leave:

- V. Two (2) sick day per calendar year for which a staff is otherwise eligible may be taken for the care of a child or dependent parent.
- VI. After one year of employment, staff members who have exhausted their accrued sick leave and annual leave and who have been absent from work for not less than five working days due to the same illness or injury shall be entitled to borrow not more than twelve (12) days of additional sick leave. In cases of termination of employment of such staff members, pay for any such borrowed days not subsequently made up by working the appropriate time to make up such days may be deducted from the final pay check.
- VII. Sick leave may be accumulated without limit. Upon retirement with satisfactory service, the staff member shall receive 15% of accumulated sick leave in cash as part of his or her terminal leave payment.
- VIII. Any staff member hired on or after May 1, 1997, shall be subject to a maximum sick leave accrual of eleven (11) days per annum for the first three years of service. At the beginning of the fourth year, the maximum sic accnial shall be twelve (12) days per annum. The provision contained in this section shall remain in effect from May 1, 1997 through March 31, 2000.

Section 3-Bereavement Leave:

- V. Library policy regarding time off due to death in the immediate family (i.e., LAM No. 7, section 8.1) shall be amended to provide for a paid leave of absence, not to exceed four (4) work days, in the case of death of a staff member's "domestic partner," as hereafter defined, a parent or child of a domestic partner, or a relative of a domestic partner residing in the household with a staff member.
- VI. "Domestic partners" are defined as two people, both of whom are 18 years of age or older and neither of whom is married, who have a close and committed personal relationship involving shared responsibilities, who have lived together for a period of one (1) year or more on a continuous basis at the time of registration, and who have registered as domestic partners with the Human Resources Department and have not terminated such registration. A "domestic partnership" shall be registered, and such registration shall be terminated, by the filing of affidavits.
- VII. No staff member shall register a domestic partner if either member therefore is currently a member of another domestic partnership or was previously a member of another domestic partnership and less than (1) year has expired since the termination of that domestic partnership.

Section 4-Infant Care Leave:

Infant care leave of absence shall be granted for a maximum of 36 months to a staff member, male or female, who becomes the parent of an infant child (up to 3 years of age) either by birth or lawful adoption, provided however, that if both parents of such child are staff members of the Library only one of them shall be entitled to the leave as they choose. In the case of a pregnant staff member, such leave shall commence upon request and reasonable notification, by the staff member to take such leave. For other staff members, upon request supported by documentation and

reasonable notification, such leave shall commence immediately preceding or after the birth or adoption

- V. A pregnant staff member shall be permitted to continue to work for such a period of time as she is physically capable of performing the duties of her position, and if there is any question on the part of the Library as to her physical capability, she shall be permitted to work if she secures the approval of her doctor.
- VI. Staff on infant care leave shall be continued in pay status for a period of time equal to their accrued and unused annual leave and compensatory time. Such time in a pay status shall be included within the infant care period provided in Section 4c.
- VII. The staff member may elect to take one month up to a maximum of 36 months. Staff members who initially elect to take less than the 36 months maximum period of leave may elect to extend such leave by up to two extensions, each extension to be for a minimum of one year, provided that in no case shall the initial leave period plus the one or two extensions total more than 36 months. Any extension shall be upon written application of a staff member on infant care leave to the Staffing Administrator 45 days prior to the expiration of the leave provided, however, that the initial leave of 60 days or less such application shall be made prior to the expiration of the leave by at least one day for each two days of leave.
- VIII. Health insurance shall be provided for pregnant staff members for the first four months of unpaid leave. In the event that the staff member does not return to work by the end of the fourth month of unpaid leave, the Library shall forward the necessary notice to the appropriate insurance carrier who notify the staff member of the availability of an individual contract on a direct, payment basis. For all other staff commencing combined confinement and infant care leave, the Library shall at the appropriate time forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis
- IX. A staff member upon written request to the Staffing Administrator shall be permitted to return to work at the end of the leave, provided that a formerly pregnant staff member is physically capable of performing the duties of their position. If there is any question on the part of the Library as to her physical capability, she shall be permitted to return to work if she secures the approval of her doctor.
- X. At the conclusion of a scheduled infant care leave, the Library shall place the returning staff member in the same position, if available, or not available, in a comparable position to that held prior to his/her leave until the original position is available.
- XI. In the event that a staff member who has requested an infant care leave wishes to return prior to the date specified in his/her request, the Library shall honor such request as soon as possible.

Section 4.-Other.

Reasonable lateness due to transportation slowdowns, weather conditions, or transportation strikes within the City shall be regarded as excused time. The staff member shall not be penalized by loss of pay or by overtime work as a result of the above conditions.

In each instance of an emergency closing due to conditions outlined above, during which part of the staff is released from duty and time excused, any staff member required by the Library to remain on duty shall receive equivalent compensatory time off.

Article XII
Union Rights

Section 1.

In accordance with the regulations and procedures of The Branch Libraries Memorandum No. 40, the Union may hold membership meetings in the public meeting rooms of the Library.

Section 2.

There shall be a bulletin board set aside specifically for Union material including the Union's political material, in all branches where physical conditions permit (or a suitable substitute otherwise), except that in the following locations the following number of bulletin boards shall be located:

Central Building	5
Donnell Library Center	4
Fordham Library Center	2
Performing Arts Library	4
Mid-Manhattan Library	3
St. George Library Center	2
Schomburg Center for Research in Black Culture	2
Science Industry and Business Library	3

All material to be posted must be submitted to the Director or Acting Director before being posted on the bulletin boards.

Section 3.

Union material to be posted on bulletin boards may be distributed via the Library's interdepartmental mail system.

Section 4.

When newly employed staff members are inducted, each staff member will be given an "Authorization for Payroll Deduction" card, an enrollment card for the appropriate Health and Security Plan, a copy of this agreement, and an informative brochure descriptive of the Union, provided that the Union shall supply the Library with such cards, copies and brochures for such purpose.

Section 5.

The President of the Local or the designee of the President shall be notified in advance if the Library undertakes any special survey of staff functions. A special survey of staff functions is defined as an extensive study commissioned by the Library administration and carried out by either an individual or group already on the Library staff, or by an individual or group retained for this purpose from outside the Library staff. If a special survey of staff functions culminates in a written report and is made public, the Union shall receive a copy of the report prior to its public release. Any surveys of staff functions which are ordinarily or routinely performed as part of the Library's administrative operations shall not be considered special surveys.

ARTICLE XIII
Union Officials

Section 1.

Staff members serving on the Union Negotiating Committee, up to seven in number, shall be excused from work without loss of pay for time spent negotiating working conditions and salaries with the Library administration and with the appropriate City agencies provided that such absences from duty shall be scheduled sufficiently in advance so as to allow the staff member's division or unit chief to avoid impairment of any services.

Section 2.

One person designated as the Union President shall be granted complete excused time from Library duties, while continuing on the Library payroll, in order to devote full time to Union affairs. Upon completion of the term of office as Union President, the Library guarantees resumption of the same position and grade held when granted excused time.

Section 3.

Library Stewards shall be allowed time during working hours, subject to notification to the appropriate supervisor, to process grievances when a staff member requests third-part participation.

Section 4.

Staff members of the Library who are officials of the Union shall be allowed, upon written notice, up to one week of leave with pay to attend Union conventions without charge to annual leave. This allowance will provide excused time for up to three officials once every two years.

Section 5.

Upon appropriate and reasonable notice to the Library, Union officials shall be granted a reasonable number of leaves without pay to work on Union affairs.

Section 6.

Staff members, on their own time, may attend Union meetings scheduled pursuant to Article XII, Section 1.

**ARTICLE XIV
Information to the Union**

Section 1.

In individual cases relating to transfer and retention of staff, specific information as to seniority will be made available to the Union upon written request.

Section 2.

Copies of all Library Administrative Memoranda, Branch Libraries Memoranda, Research Libraries Technical Memoranda, Research Libraries Special Memoranda, and Job Vacancy Descriptions shall be furnished to the Union.

Section 3.

Appointments to any newly created special temporary positions of six months or less duration will be announced in STAFF NEWS. The Union will be notified of the short term extension beyond six months of any such special assignment.

Section 4.

The Library and the Union shall continue to furnish each other, upon request, data maintained in the course of business which are relevant and necessary for the full and proper discussion and understanding of subjects under negotiation or for compliance with the terms of this Agreement.

ARTICLE XV

Automation

The Union shall be kept currently informed of the Library's program for automation. No staff member shall be involuntarily terminated or demoted as the result of the introduction of automation to the Library's services or procedures. When services or procedures are automated, the Library will make every effort to train staff members assigned to the performance of those services or procedures.

ARTICLE XVI

Library Facilities

Section 1.

The Library agrees to provide all staff members with adequate, clean, safe, and sanitary working facilities in conformity with minimum standards of applicable law.

Section 2.

Adequate supplies shall be made available in all Library washrooms.

Section 3.

Where space permits, pay telephone facilities shall be made available to staff members for their reasonable use.

Section 4.

The Library shall continue to make reasonable efforts to provide for the personal security of staff members working in buildings operated by the Library during the hours that such buildings are open to the public.

Section 5.

A first aid kit adequately marked, shall be provided in each Library building.

Section 6.

No staff members shall be required to provide equipment or tools necessary for the performance of their job duties.

ARTICLE XVII

Extreme Temperature Procedures

Section 1.

This section applies from May 1 through September 30. One THI indicator shall be located in the warmest public service area in each non-air conditioned branch library building and one in Room 315 of the Central Building. All air-conditioned units shall also be supplied with THI indicators. If the air-conditioning breaks down and is not repaired within two hours, the staff shall be released in accordance with Section 2 as set forth below with respect to non air-conditioned units.

The warmest public service area in each non air-conditioned branch library building shall be determined by a committee including the branch librarian, a representative of Local 1930, and a representative of the Facilities Operations Office.

A staff member designated by Local 1930 in each unit shall be assigned the responsibility of inspecting the THI indicator and of reporting any reading of 80.2 to the supervisor in charge of the branch library building. In the Central Building, the staff member designated by Local 1930 shall report any reading of 80.2 to the supervisor of Room 315. Upon the report of a reading of 80.2, the steps noted below shall be taken.

Section 2.

This section applies from May 1 through September 30. In a branch library building when the THI indicator reaches 80.2 or above one hour after the first professional or clerical staff member is scheduled to report for work, the librarian in charge shall notify the Borough or other appropriate office, shall release as many staff members as possible, and shall operate with a skeleton staff. Skeleton staff shall be given compensatory time on an equal time basis.

No staff member shall be excused or earn compensatory time prior to 12:00 noon. In the Central Building when the indicator in Room 315, reaches 80.2 or above one hour after the first professional or clerical staff member is scheduled to report to work, the supervisor shall notify the Office of the Director of The Research Libraries and the necessary steps shall be taken promptly to release as many staff members as possible and operate with a skeleton staff (including the public services, the office and technical service areas, or all of these) except in air-conditioned areas. However, no staff member shall be excused or shall earn compensatory time prior to 12:00 noon.

Section 3.

This section applies from May 1 through September 30. When a THI indicator reaches 83.8 or above one hour after the first professional or clerical staff member is scheduled to report to work, the building affected may be closed after consultation with the Borough or other appropriate office. In the case of the public services and other essential services which are normally kept open in the Central Building, the skeleton staff remaining on duty shall receive compensatory time and a half off at a later time, except for those working in air-conditioned areas.

Section 4.

This section applies from October 1 through April 30. When the indoor temperature in any unit remains below 68 degrees for two hours prior to 12:00 noon, the unit supervisor shall obtain approval for transfer of staff to another unit or for release of staff on excused time with two hours additional compensatory time. When the indoor temperature remains below 68 degrees for two hours after 12:00 noon, staff members shall be released on excused time with two hours additional compensatory time. Staff may be assigned to other units on succeeding days if the emergency continues.

**Article XVIII
Promotions**

Section 1.

There shall be no prearrangement or preselection in filling a vacant position by promotion to a title covered by this Agreement. Each such position at a promotional level shall not be filled until it has been duly advertised to the staff, except (1) where a position has become excess because of decreases in the Library's income or reorganization of work, in which event the Library shall assign the incumbent of such an excess position to an appropriate position without advertising, and shall so advise the Union, and (2) when a position has been advertised within the previous two months to the staff, and the Union has been advised.

Section 2.

In filling a vacant position, selection shall be on the basis of specified eligibility requirements, including education, skills, experience, and personal attributes appropriate to the position. Seniority will be a factor only if all qualifications outlined above are equal among the applicants.

Section 3.

The Library shall maintain a record of all positions for which it is recruiting. This record shall be available in the Human Resources Department to any staff member of the Union.

Section 4.

No applicant shall be denied a position because (s)he lacks job skills or educational requirement which were not specified in the advertisement for that position.

Section 5.

An applicant for a position shall be advised in writing as to the reasons for a rejection provided the applicant makes the request in writing. The Library shall make every effort to be as explicit as possible. The results of a test which is not confidential in nature will be provided to the applicant upon written request.

Section 6.

Two branch clerical assistants will be elected by and from the Office Associate III and the Office Associate I groups to sit on the Advisory Board of The Branch Libraries when clerical promotions and related matters are on the agenda.

Section 7.

A staff member who has been officially designated by the Library to serve in an acting capacity shall be appointed to that position after no more than six months of satisfactory full time service in the acting capacity provided that the staff member has met the requirements for the position, there is no budgetary restriction prohibiting such appointment, and there is no incumbent on leave from that position.

**ARTICLE XIX
Classification**

Section 1.

The job title of each library staff member covered by this Agreement shall be clearly defined in terms of function and salary in either "Memoranda to the Staff" (job advertisements), the "Scheme of Service" of The Branch Libraries, or other documents available to the staff.

Section 2.

Staff members will normally be assigned duties appropriate to their classification titles. They may not be required to perform, to a substantial degree, duties formerly assigned to a higher or lower classification or duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions will be permitted for training purposes, substitutions because of terminal, sick and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of the Library's functions.

Section 3.

A staff member who is required to take a medical examination to determine if s(he) is physically capable of performing his or her full duties and who is found not to be so capable shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of his or her disability. If a suitable position is not available, the Library shall offer him or her any available opportunity for transfer to another title for which s(he) may qualify.

If such a staff member has ten years or more of retirement system membership service and is considered permanently unable to perform all the duties of his or her title and no suitable in-title position is available, (s)he shall be referred to the New York State Employees' Retirement System and recommended for ordinary disability retirement.

**ARTICLE XX
Transfer Policy**

Section 1.

No staff member may be transferred unless (s)he has been given at least one week's notification, except for emergencies or proper cause. No staff member resident in Staten Island, Bronx or New York Counties shall be involuntarily assigned to work in a region which requires more than one hour scheduled running time, unless such staff member has previously voluntarily agreed to work in such region.

Section 2.

Transfer application forms shall be made available to staff and be processed through normal channels.

**ARTICLE XXI
Staffing**

Section 1.

A branch with a Supervising Librarian shall have an Office Associate position provided funds are made available by the City for such a position.

Section 2.

In a title covered by this Agreement, the Library shall not unreasonably fail to fill during the period of terminal leave a position in The Research Libraries which has been vacated by retirement.

Section 3.

The Library shall notify the Union in writing of any major revision of a class specification before advertising a particular position within that class.

Section 4.

No staff member shall be laid off, involuntarily demoted to a lower classification, or receive a reduction in salary rate as a result of the use of volunteers or as a result of any contracting out of Library functions.

Section 5.

Librarians in charge of neighborhood branches in The Bronx and Manhattan shall continue to have increased authority to recommend the hiring of pages, i.e., policies and procedures presently in effect in Staten Island regarding the hiring of pages shall be extended to neighborhood branches in The Bronx and Manhattan.

ARTICLE XXII

Job Security

Section 1.-Definitions

The following definitions shall apply to this Article:

- a. *Trial appointment*-The appointment of a person to the staff of the Library for a term not to exceed one year, during which (s)he may be terminated at any time with or without cause.
- b. *Provisional appointment*-The appointment of a person to the staff of the Library for a period not to exceed one year, during which (s)he may be terminated for cause or because of a reduction in the number of authorized positions resulting from a decrease in the Library's operating budget or income, but at the end of which appointment the Library may decline to reappoint him or her whether with or without cause.
- c. *Regular appointment*-The appointment of a person to the staff of the Library with indefinite tenure as defined in Library Administrative Memorandum No. 1, as revised February 18, 1957.

Section 2.

Once a staff member has gained a regular appointment in the Librarian classification, s(he) retains that status when s(he) moves into another cation, except as provided in Section 3b and 3c of this Article and requirement that upon promotion of a staff member, the supervisor concerned shall make a report, not later than the 12th month following promotion, on the work and suitability of the appointee in the higher grade and if the staff member has not proved satisfactory, s(he) may be returned to his or her former position or to a position with a salary comparable to the former position.

Section 3.

- a. Full-time members in the following titles shall be granted regular appointments following 18 months of satisfactory full time paid service, comprised of a 12-month provisional appointment followed by a 6-month provisional appointment:

Community Liaison Assistant
Librarian
Librarian I
Librarian II
Librarian III
Librarian IV
Principal Librarian
Programmer
Programmer Trainee

Public Relations Assistant
Senior Librarian
Senior Programmer
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Supervising Audio Technician
Supervising Librarian
Systems Analyst
Systems Analyst Trainee

- b. Staff members in the Librarian Trainee title shall be granted regular appointments in the Library in a librarian title following:
1. six months of satisfactory full time, or full time equivalent, paid service as a Librarian Trainee,
 2. the obtainment of the graduate degree in library science from an American Library Association accredited or New York State approved library school, and
 3. thereafter one provisional appointment of 9 additional months of satisfactory full time or full time equivalent, paid service as a librarian, such provisional appointment in this instance to be provisional as to the title only.

Such a 9-month provisional appointment to a librarian title shall be granted upon the fulfillment of the requirements under subparagraphs 1 and 2 above, provided that budgetary restrictions do not prohibit the filling of a position for which the staff member qualifies.

- c. Staff members in the Librarian Trainee title or the librarian title under Section 3b above whose provisional appointment is not renewed, who fail to secure the graduate degree in library science, or who are not granted a regular appointment as librarian after the 9-month provisional appointment as such shall revert to the title in which they hold a regular appointment in the Library, if any. Notwithstanding any other provision of this Article, a staff member in a Librarian Trainee position who has not previously held a regular appointment shall be granted a regular appointment in the Library following 18 months of satisfactory full time, or full time equivalent, paid service, such regular appointment to be in an entry level clerical title for which such staff member qualifies whether or not such staff member continues as a Librarian Trainee. Concurrently, staff members in the Librarian Trainee title shall be granted a series of provisional appointments in accordance with the requirements of the "Librarian Trainee Work-Study Program".

Section 4.

- a. Full time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full-time paid service, comprised of a single 12-month trial appointment:

Computer Operator I
Computer Operator II
Computer Operator III
Computer Operator Trainee
Conservation Technician
Library Technical Assistant I
Library Technical Assistant II
Proofreader

b. Full time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full time paid service, comprised of a single 12-month provisional appointment:

Conservation Assistant
Conservation Specialist
Information Assistant
Library Technical Assistant III
Library Technical Assistant IV
6vising Proofreader

Section 5.

Full time staff members in the following titles shall be granted regular appointments following 9 months of satisfactory full time paid service, comprised of a single 9-month trial appointment:

Accounting Clerk I, Level I
Accounting Clerk II, Level II
Accounting Clerk III, Level III
Cashier
Clerk Stenographer
Clerk Typist I
Clerk Typist II, Level I
Clerk Typist II, Level III
Clerk Typist III - Level II
Clerk Typist III - Level III
Clerk Typist IV - Level I
Illustrator
Library Clerical Assistant I
Library Clerical Assistant - II -Level I
Library Clerical Assistant – II- Level III
Office Aide I
Office Aide II
Office Aide III
Office Appliance Operator
Office Associate I
Office Associate III
Personnel Assistant

Personnel Records Clerk - Level II
Personnel Records Clerk - Level III
Purchasing Assistant - Level I
Secretary I
Secretary II
Statistical Clerk
Stenographer
Stenographer/Secretary-Level II
Stenographic/Secretarial Associate
Telephone Operator-Level II
Telephone Operator-Level III

Section 6.

Part-time staff members in the following titles shall be granted regular appointments following 18 months of satisfactory paid service, comprised of a 12-month trial appointment followed by a 6-month trial appointment:

Accounting Clerk I - Level I
Accounting Clerk II - Level II
Accounting Clerk III- Level III
Cashier
Clerk Stenographer
Clerk Typist I
Clerk Typist II - Level I
Clerk Typist II - Level III
Clerk Typist III - Level II
Clerk Typist III - Level III
Clerk Typist IV - Level I
Illustrator
Library Clerical Assistant I
Library Clerical Assistant-II - Level I
Library Clerical Assistant-II - Level III
Office Aide I
Office Aide II
Office Aide III
Office Appliance Operator
Office Associate I
Office Associate III
Personnel Assistant
Personnel Records Clerk - Level II
Personnel Records Clerk - Level III
Purchasing Assistant - Level I
Secretary I
Secretary II
Statistical Clerk
Stenographer
Stenographer/ Secretary - Level II
Stenographic/ Secretarial Associate

Telephone Operator - Level II
Telephone Operator - Level III

Section 7.

Part-time staff members in the following titles shall be granted regular appointments following 36 months of satisfactory paid service, comprised of three 12-month provisional appointments:

Community Liaison Assistant
Librarian
Librarian I
Librarian II
Librarian III
Librarian IV
Principal Librarian
Programmer
Programmer Trainee
Public Relations Assistant
Senior Librarian
Senior Programmer
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Supervising Audio Technician
Supervising Librarian
Systems Analyst
Systems Analyst Trainee

Section 8.

- a. Part-time staff members in the following titles shall be granted regular appointments following 24 months of satisfactory paid service, comprised of two 12-month trial appointments:

Computer Operator I
Computer Operator II
Computer Operator III
Computer Operator Trainee
Conservation Technician
Library Technical Assistant I
Library Technical Assistant II
Proofreader

- b. Part time staff members in the following titles shall be granted regular appointments following 24 months of satisfactory paid service, comprised of two 12-month provisional appointments:

Conservation Assistant
Conservation Specialist

Information Assistant
Library Technical Assistant III
Library Technical Assistant IV
Supervising Proofreader

Section 9.

As an alternative to termination and to permit further evaluation of performance, an extension for up to six months of a trial or provisional appointment may be recommended by the Library, and if concurred in by the staff member involved, may be implemented. Such recommendation is at the exclusive discretion of the Library.

Section 10.

A staff member shall be notified, prior to the expiration of a trial or provisional appointment, pursuant to the terms of Section 2 through 9 of this Article, if a provisional or regular appointment is not to be granted.

Section 11.

Termination during a trial appointment, the non-renewal of a provisional appointment, the refusal to extend a trial or provisional appointment, or the refusal to grant a regular appointment, or the refusal to grant a regular appointment at the appropriate time (see Section 2 through 10 of this Article) shall not be subject to appeal, grievance, or arbitration pursuant to this Agreement or otherwise, and is the exclusive right of the Library.

Section 12.

No full time, per annum employee covered by this Agreement shall be involuntarily separated from service from the date of execution of this Agreement through June 30, 1998. Nothing within this clause shall diminish the Library's right to suspend or discharge for cause or the Library's right to continue to apply Article XXII of the Collective Bargaining Agreement.

ARTICLE XXIII

Union Committee on Staff Development

The Library shall meet periodically with a Union committee on Staff development. The committee shall be consultative in nature, but may discuss substantive questions. It is designed to serve as an avenue of communication between the Union and the Library administration. The committee shall be guaranteed access, upon reasonable notice, to an officer of the Library.

Province of the Committee:

The Library agrees to discuss promotion procedures, staff utilization (including public service schedules), performance standards, in-service training, staff orientation, service review format, and other related and appropriate topics with the committee.

Areas Outside the Province or Union Committee on Staff Development:

XII. Policies governing the acquisition, organization and public use of Library materials, including without limitation those provided in the **By-Laws** of The New York Public Library, Article IV, Sections 6 and 7.

- XIII. Salaries and other dollar benefits negotiated in bargaining between the City of New York and District Council 37, AFSCME, AFL-CIO and in bargaining between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO.
- XIV. All matters specified in this Agreement including, without limitation, grievances as set forth in Article VIII of this Agreement, and Management Responsibilities as set forth in Article XXVIII of this Agreement.
- XV. Powers of the Trustees of The New York Public Library which are contained in the **Charter** of The New York Public Library.

Union Membership on Committee:

The Library shall meet with up to **five** Union members who shall be chosen by the Union as its representatives.

Administrative Officers of the Library to Meet with Committees:

The Vice President for Human Resources or designee shall represent the President at all committee meetings. Other Library officers and staff members may be designated by the President, and the Vice President for Human Resources to meet also with the Union committee.

Schedule of Meetings: As many as eight meetings per year may be held jointly by the Union committee and the Library's representatives. These meetings shall be held on Library time, but Union members who may wish to meet in preparation for the regular meeting shall do so on their own time.

ARTICLE XXIV

Past Benefits

Except as modified by the terms and conditions of this Agreement, current personnel rules and regulations are incorporated in this Agreement. Nothing contained in this Agreement shall be interpreted to take away any existing staff benefits.

ARTICLE XXV

No Strike Clause

During the effective term of this Agreement, there shall be no strike, no work stoppage, no slow-down, no picketing nor any other activity obstructing or tending to obstruct the operation of the Library or any of its branches, by the Union or the staff members covered by this Agreement. Nor shall there be any lockout during the effective term of this Agreement.

ARTICLE XXVI

Personnel Data

Section 1.

A staff member's personnel file or any file containing evaluative material, if any, about a staff member shall be available for his or her review, except that reemployment information (such as references) and medical and legal reports received in confidence shall not be made available for the staff member's review.

Section 2.

No evaluative material on a staff member's conduct, service, character, or personality will be placed in his or her personnel file or in any file containing evaluative material unless s(he) has had or is given the opportunity to read it and is given a copy upon the staff member's request. The staff member's signature, preferably on the original copy, will signify that s(he) has read the material,

but it will not necessarily indicate agreement with its content. The staff member may comment about any of this material and his or her comments may appear on the original copy or separately for attachment to the specific item. If a staff member's terminal service review has not been processed at the time of departure, upon request a copy shall be mailed to a forwarding address.

Section 3.

Except for matters specifically excluded in Section 1 above, a staff member shall, by appointment and upon written request, be allowed to see any item in his or her personnel file or in any other file containing evaluative material about that staff member, and a staff member shall be entitled to receive a copy of any item in such file or files upon request. Nothing in this Article shall be construed to allow one staff member (except for authorized supervisors) to see or receive a copy of any material about another staff member.

Section 4.

There shall be no secret files of service reviews or of any other evaluative material, except for the material specifically excluded in Section I above.

Section 5.

Service Reviews shall be prepared only in the following instances:

- a. At the discretion of the Library until the staff member has been granted a regular appointment,
- b. Once during each of the first five years after regular appointment,
- c. Within nine months after a staff member is transferred or promoted, regardless of length of service in the Library,
- d. On termination unless a service review has been prepared within the last year,
- e. When in the judgment of a supervisor, a staff member fails to meet job requirements, and
- f. Whenever requested by a staff member not subject to annual review, a service review shall be prepared, but not more frequently than once a year.

However, a detailed service review on a staff member's performance need not be prepared if completed service review has been submitted within the preceding three months.

Section 6.

Except under binding legal process, the Library shall not furnish information on any staff member to any government or private investigatory agency without the knowledge and consent of that staff member. However, the Library will, as a service to staff members, verify employment pursuant to standard requests from banks and other credit institutions. The Library shall not make any evaluative comments regarding a staff member's job performance to the general public without that staff member's knowledge.

Section 7.

To the extent possible, a staff member shall not be reprimanded except in private.

ARTICLE XXVII

Jury Duty

The Library shall not require, but will permit a staff member to work while on jury duty.

Staff members on jury duty shall be paid their regular salary from the Library. Staff members on jury duty shall retain any monies given for carfare and lunch, but the Library shall receive the regular jury duty stipend, subject to a pro-rata reimbursement of such stipend for any hours worked in the Library on days when the staff member also performs jury duty. If all payment is contained in a single check, the Library will reimburse the staff member for carfare and lunch as well as any pro-rata amount due to him or her.

ARTICLE XXVIII

Management Responsibilities

The Library shall have all customary management responsibilities not otherwise limited by this Agreement, including the exclusive right to determine its services, staffing, and scheduling; the exclusive right to direct and control any and all persons employed by it; and the exclusive right, in accordance with the Library's current regulations, to hire, transfer, promote, demote, discipline, suspend, or discharge any such persons for any cause which, in the judgment of the Library, may affect the efficiency of its operations. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on staff members, such as questions of workload or manning, may be dealt with in collective bargaining.

ARTICLE XXIX

Death Benefits

As long as the City of New York agrees to pay a cash payment of \$25,000 to certain specified heirs and/or beneficiaries of those staff members on City budget lines who die because of an injury arising out of and in the course of employment through no fault of the staff members and in the proper performance of the staff members' duties, the Library shall elect this coverage as provided in Personnel Order No. 26/71 for such staff members in City-reimbursable positions. The Library shall also provide, during this period, equivalent coverage for its private paid staff members.

ARTICLE XXX

Economic Terms

Section 1 -- General Wage Increase

a.

i) Effective April 1, 1997, employees shall receive a general increase of 3 percent. Effective July 1, 1998 employees shall receive an additional increase of 3 percent.

ii) Effective June 1, 1999, employees shall receive an additional general increase of 4.75 percent.

iii) Part-time per annum employees shall receive the increases provided for in paragraph (a) (i), (ii) and (iii) of this subsection on the basis of computations heretofore utilized by the parties for all such employees

b. The increases provided for in (a) above shall be calculated as follows:

i) The general increase in **(a) (i)** shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 1995.

ii) The general increase in **(a) (ii)** shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 30, 1998.

iii) The general increase in **(a) (iii)** shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on May 31, 1999.

c. (i) The general increase provided for in the Section shall be applied to the base rates, incremental salary levels and the the minimum and maximum rates (including level) if any, fixed for the applicable titles, and to "additions to gross." "Additions to gross" shall be defined to include uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, night shift differentials and other applicable "additions to gross" established during the term of this Agreement.

(ii) Notwithstanding (c) (i) above, the total cost of the increase set forth in (c) (i) as it applies to "additions to gross" shall not exceed a cost of 0.11 percent of the December 31, 1994 payroll, including spin-offs and pension.

d. Any financial obligations, including but not limited to wages, longevity increments, equity payments, annuity and additional compensation fund and fringe benefits, incurred by the Library under this Agreement for staff members on New York City reimbursable lines, is expressly contingent upon reimbursement by New York City for those financial obligations; and, in the absence of reimbursement, said obligations are voided to the extent of such absences of reimbursement.

Section 2.-New Hires

XVI. An employee who has less than one year of service and who was hired prior to July 15, 1996, shall continue to be paid at the applicable appointment rate. Upon completion of one year of service such employee shall be paid the indicated minimum for the applicable title that effect on the one year anniversary of their original date of appointment as set forth in this Agreement.

XVII. The appointment rate for any employee newly hired on or after July 15, 1996 shall be the applicable hiring rate set forth in Section 2(c). Upon completion of two (2) years of active service or qualified inactive service, an employee newly hired on or after July 15, 1996, shall be paid the indicated minimum for said title in effect on the two year anniversary of their original date of appointment as set forth in this Agreement.

XVIII. The "hiring rate" for employees newly hired on or after July 15, 1996 shall be as follows:

i. Effective as of July 15, 1996, the "hiring rate" for covered titles shall be the applicable minimum salary rate for said title that was in effect on March 31, 1995.

ii. The general increases provided for in subsection 1(a)(i), 1(a)(ii) and 1(a)(iii) shall be applied to the hiring rate as set forth in Section 2(c)(i).

- XIX. Anything to the contrary notwithstanding in subsections (a)-(c), above, employees who are on City reimbursable lines who were hired between July 15, 1996 and March 31, 1997, and remained on the Library's payroll as of the ratification date of this Agreement shall not have their pay reduced as a result of the application of those subsections unless reimbursement, therefore is not made to the Library by The City.
- XX. Upon completion of four (4) years of active or qualified inactive service, an employee appointed pursuant to the provisions set forth in Section 2(b) shall receive a one-time lump sum payment calculated by taking the difference between the "hiring rate" received by the employee and indicated minimum for the applicable title set forth in this Agreement that was in effect on the one year anniversary of the employee's original date of appointment to their titles. Such one-time lump sum payment shall be the equivalent to the difference between the annual salary rate the employee would have actually earned during the employee's second year of service had the higher salary rate been annual salary rate they did earn.
- XXI. "Qualified inactive service" is defined for the purpose of Section 2(b) and 2(e) to include the following employees:
- i. those who are on a recall list; or
 - ii. those who are on an approved leave.

Section 3.-Annuity Fund:

- V. Effective June 1, 1999, the parties agree to an annuity fund for all employees covered by this Agreement. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period June 1, 1996 through May 31, 1997. To receive payment, said employee must also be in active pay status on June 1, 1999.
- VI. The New York Public Library shall pay into the fund on behalf of fulltime per annum employees a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.
- VII. For the purpose of Section 3(a), the eligibility for payments set forth in Section 3(a)(ii) shall be based on working days between June 1, 1996 through May 31, 1997.
- VIII. For the purpose of Section 3(a), excluded from paid working days are all scheduled days off, all day in non-pay status and all paid overtime.
- IX. Contributions hereunder shall be remitted by the employer no later than 120 days after June 1, 1999 to a mutually agreed upon annuity fund or as otherwise agreed upon by the parties. If the parties do not agree, the appropriate disposition of the funds shall be negotiated in the bargaining for the renewal and extension of this Agreement.

Section 4.-Additional Compensation Fund:

Effective March 1, 2000, each Union shall have available funds not to exceed 1.52 percent to purchase recurring benefits, other than to enhance the general age increases set forth in Section I or the hiring rate for new employees set forth in Section 2. The funds available shall be based on the payroll, including spin-offs and pensions, as of the December 31, 1994 payroll.

Section 5.

Staff members in the following titles shall receive a 3 percent increase on April 1, 1997, a 3 percent increase on July 1, 1998 and a 4.75 percent increase on June 1, 1999, it being understood that affected staff members shall receive the minimum salaries or the general increase, whichever is greater, but not both:

	3% General Increase		3% General Increase		4.75% General Increase	
	4/1/97		7/1/98		6/1/99	
	HIRING RATE	MINIMUM	HIRING RATE	MINIMUM	HIRING RATE	MINIMUM
Computer Operator I	21,370	22,901	22,011	23,588	23,057	24,708
Computer Operator II	23,648	25,341	24,357	26,101	25,514	27,341
Computer Operator III	27,645	29,626	28,474	30,515	29,827	31,964
Computer Operator Trainee (1 st year)	18,205	19,510	18,751	20,095	19,642	21,050
Computer Operator Trainee (2 nd year)	19,712	21,123	20,303	21,757	21,268	22,790
Programmer Trainee-Systems Analyst Trainee	23,227	24,890	23,924	25,637	25,060	26,854
Programmer; Systems Analyst	27,281	29,235	28,099	30,112	29,434	31,542
Sr. Programmer- Sr. Systems Analyst	31,289	33,531	32,228	34,537	33,758	36,177
PC/LAN Support Technician-Level II	38,000	--	39,140	--	40,999	--
PC/LAN Support Technician-Level I	36,000	--	37,080	--	38,841	--
PC Maintenance Technician	29,000	--	29,870	--	31,289	--

V. Staff members in the following titles shall receive a 3 percent increase on April 1, 1997, a 3 percent increase on July 1, 1998 and 4.75 percent increase on June 1, 1999, it being understood that affected staff members shall receive the minimum salaries or the general increase, whichever is greater, but not both:

TITLE	3% General Increase		3% General Increase		4.75% General Increase	
	4/1/97		7/1/98		6/1/99	
	HIRING RATE	MINIMUM	HIRING RATE	MINIMUM	HIRING RATE	MINIMUM
Library Technical Assistant I	19,845	21,265	20,440	21,903	21,411	22,944
Library Technical Assistant II Conservation Technician	21,204	22,720	21,840	23,405	22,878	24,516
Library Technical Assistant III, Conservation Assistant Proofreader	23,077	24,729	23,769	25,471	24,898	26,681
Library Technical Assistant IV, Conservation Specialist, Supervising Proofreader	26,901	28,827	27,708	29,691	29,024	31,102

V. The following promotional increases shall be in effect for the term of this Agreement, it being understood that a staff member shall receive on the date of his or her promotion either the minimum salary for the title to which such promotion is made, or the hiring rate whichever is applicable based on length of service for the title or the salary received or receivable in the lower title plus the specified promotional increase, whatever is greater, but not both:

Title	3% General Increase		3% General Increase		4.75% General Increase	
	4/1/97		7/1/98		6/1/99	
	PROMOTION INCREASE	PROMOTION INCREASE	PROMOTION INCREASE	PROMOTION INCREASE	PROMOTION INCREASE	PROMOTION INCREASE
Computer Operator I	--	--	--	--	--	--
Computer Operator II	858	884	884	926	926	926
Computer Operator III	1,070	1,102	1,102	1154	1154	1154
Computer Operator Trainee (1 st year)	--	--	--	--	--	--
Computer Operator Trainee (2 nd year)	--	--	--	--	--	--
Programmer Trainee-Systems Analyst Trainee	--	--	--	--	--	--
Programmer; Systems Analyst	--	--	--	--	--	--
Sr. Programmer- Sr. Systems Analyst	1,095	1,128	1,128	1,182	1,182	1,182
PC/LAN Support Technician-Level II	1,200	1,236	1,236	1,295	1,295	1,295
PC/LAN Support Technician-Level I	1,100	1,133	1,133	1,187	1,187	1,187
PC Maintenance Technician	--	--	--	--	--	--

d. The following promotional increases shall be in effect for the term of this Agreement, it being understood that a staff member shall receive on the date of his or her promotion either the

minimum salary for the title to which such promotion is made, or the hiring rate whichever is applicable based on length of service for the title or the salary received or receivable in the lower title plus the specified promotional increase, whatever is greater, but not both:

	3% General Increase 4/1/97	3% General Increase 7/1/98	4.75% General Increase 6/1/99
	PROMOTION INCREASE	PROMOTION INCREASE	PROMOTION INCREASE
Library Technical Assistant I	--	--	--
Library Technical Assistant II	858	884	926
Conservation Technician	--	--	--
Library Technical Assistant III	943	971	1,017
Conservation Assistant Proofreader	--	--	--
Library Technical Assistant IV	1,028	1,059	1,109
Conservation Specialist, Supervising Proofreader	--	--	--

Section 5.

Any financial obligation, including but not limited to wages, longevity increments, equity payments, and fringe benefits, incurred by the Library under this Agreement for staff members on New York City reimbursable lines, is expressly contingent upon reimbursement by New York City for these financial obligations; and, in the absence of reimbursement, said obligations are voided to the extent of such absence of reimbursement.

**ARTICLE XXXI
Recall Procedure**

Section 1.

The Library shall make every effort to return all staff laid-off to the original position, grade, series, or other employment. Whenever recall becomes possible, laid-off staff shall be recalled in inverse order of layoff and shall be:

- a) returned to the original position, but if this is not possible
- b) returned to the original grade, but if this is not possible
- c) returned to the original series, but if this is not possible
- d) made an offer of reemployment at the Library.

Section 2.

When a laid-off staff member is returned to the original position or grade, his/her salary rate shall be the same as if (s)he had never left his/her original position or grade.

When a laid-off staff member is returned to his/her original series, his/her salary rate shall be calculated as if the staff member had never left the series.

When a laid-off staff member accepts reemployment under Section I (d) his/ her salary shall be calculated as if all prior paid service were in the position in which reemployed or the minimum salary of such position, whichever is higher.

Section 3.

A recall list of laid-off staff shall be maintained and a copy sent to the Union.

Section 4.

"Seniority" as that term is used in Library Administrative Memorandum No. 1, Section VI, D, shall mean "time in generic series".

Section 5.

A staff member's laid-off status shall terminate when (s)he is returned at least to the original grade.

Section 6.

Whenever possible the Union will be given 30 days notice before any layoff occurs.

ARTICLE XXXI
Duration of Agreement

This agreement shall take effect as of April 1, 1995, and shall remain in full force and effect until March 31, 2000.

In the event that any provision of this Agreement is found to be legally invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

It is agreed that upon 30 days written notice by either party there will be provided no more than three reopenings of the Agreement for a discussion of wages and hours.

It is agreed that, if and when the City of New York provides health insurance coverage to salaried, part-time staff members on publicly reimbursable budget lines with work schedules of 17 1/2 or more hours per week on other than a temporary basis, upon 30 days written notice to the Library by the Union, there will be one reopening of the Agreement for a discussion of such health insurance coverage for such staff members on both City-reimbursable and private budget lines.

This Agreement shall be deemed to have been automatically renewed for a period of one year unless the Union or Library submits to the other party to this Agreement written notice of a desire to modify the contract at least 60 days before the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the beginning hereof.

The New York Public Library
Astor, Lenox and Tilden Foundations

Local 1930, American Federation of
State, County and Municipal
Employees, AFL-CIO

District Council 37, American
Federation of State, County and
Municipal Employees, AFL-CIO

LETTER OF AGREEMENT

The following provisions are contained in a mutually agreed upon and accepted letter from John Mackenzie Cory, Director, The New York Public Library, to Victor Gotbaum, Executive Director, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, and/or David R. Beasley, President, Local 1930, American Federation of State, County, and Municipal Employees, AFL-CIO.

It is agreed that the following policy established in 1956 shall not be superseded by the Library's and the Union's non-discriminatory policy concerning marital status (Article II - Non-Discriminatory Policy) :

EMPLOYMENT OF RELATIVES

I. Purpose

Close relationship to another staff member may make it difficult for an employee objectively to discharge his or her responsibilities to the Library. For example, in the appointment of new staff members, the preparation of service reviews, transfer or re-assignment of duties, and supervisory responsibilities involving a member of his or her own family, a staff member may be predisposed to act other than solely with regard to the best interests of the Library and of the individual relationship of a staff member to a general officer of the Library may similarly affect the attitude of the staff member's colleagues or supervisors. Certain responsible operations relating to the control of funds, personnel actions or records, investigations and the like, must be conducted with particular freedom from personal prejudice. For these reasons, it is the practice of the Library to place reasonable limitations on the appointment of members of the same family, and within those reasonable limitations to welcome relatives to the staff.

II. Definition

For purpose of this policy, a "relative" of a staff member is his or her spouse, child, son or daughter-in-law, brother or sister, parent or parent-in-law. If residing in the same household as the staff member, the following will also be considered his or her "relative": grandparent, brother- or sister-in-law, niece, nephew, aunt or uncle. A legal guardian or ward, step or half sister or brother; and a stepparent will also be considered a "relative".

III. Policy

- a. A relative of a staff officer of the Library, whether or not residing in the same household, will not be employed or retained by the Library in any capacity.
- b. Relatives will not be employed or retained in the same branch, division, or comparable unit of organization, or in positions having the relationship of supervisor and supervised staff Member.
- c. A relative of a staff member will not be employed or retained in any of the following offices:

Accounting Office
Human Resources Department
Purchasing Office
Special Investigator's Office

- d. No person related to another staff member shall be employed in any other position in the Library in which his or her relationship to another staff member may, in the interpretation of the President, be contrary to the spirit and intent of this policy.

VI. *Effect on Present Staff Members*

- a. The provisions of the above policy will not adversely affect a staff member in his or her current position if his or her relationship to another staff predates the establishment of the policy on February 27, 1957.
- b. If, subsequent to February 27, 1956, an infringement of the foregoing provisions arises from marriage or court order (i.e., for legal adoption), the Library will attempt to make adjustments by transfer or reassignment of duties. If an adjustment suitable both to the Library and the individuals affected cannot be made, resignation of one of the affected staff members will be required. This paragraph amends Library Administrative Memorandum 1, "Statement on Tenure".

V. *Compliances*

Any staff member who has a relative in the employ of the Library, or whose relative has applied for employment by the Library, is expected to report that relationship promptly to the Human Resources Department.

LETTER OF INFORMATION

December 31, 1971

Mr. Victor Gotbaum, Executive Director
District Council 37, AFSCME, AFL-CIO
365 Broadway
New York, New York 10013

Dear Mr. Gotbaum:

On June 4, 1971, in a bargaining session between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO, the Library reported to the Union that the Trustees of The New York Public Library were drafting a policy statement concerning intellectual freedom and readers' rights of privacy.

The Executive Committee of the Board of Trustees approved the following statement on August 9, 1971:

Reaffirming the New York Public Library's uninterrupted concern for intellectual freedom and for readers' rights of privacy, the Board of Trustees has stated that the Library would not disclose to anyone the names of or other information regarding readers, or identify materials called for or examined by them except on a showing satisfactory to the Library's President, or his Deputy designated for the purpose, of (a) paramount public interest or of (b) binding legal process.

Sincerely yours

John Mackenzie Cory
Director