

BOARD OF TRUSTEES
BUFFALO & ERIE COUNTY PUBLIC LIBRARY
MEETING DATE: June 20, 2024

AGENDA ITEM NUMBER: E.2.a.

RESOLUTION: 2024-14
Authorize Chair to Execute 2024
Contracts with Contracting Libraries

BACKGROUND:

During Erie County's 2024 budget process there was limited time to adopt annual contracts. Additionally, the timing and extent of the New York State budget process was not known at budget adoption time. As this situation is an all too frequent occurrence, the annual contracts with the contracting libraries contain an automatic extension provision. This provision was implemented when the Buffalo & Erie County Public Library (B&ECPL) Board of Trustees, on December 15, 2023, adopted Resolution 2023-41 implementing the extension provision until such time as a final 2024 contract is adopted, not to exceed July 31, 2024. Funding was based upon the allocation contained in the 2024 B&ECPL Board-adopted budget.

The County and New York State budgets are now in place. As has been the case for many years, the contract includes a provision to adjust the budget once the final state aid distribution schedules are finalized. Budget figures reflect the 2024 Board-adopted budget including adjustments subsequently approved by board resolution.

ACTION REQUIRED:

Motion to approve Resolution 2024-14.

PROPOSED RESOLUTION 2024-14

WHEREAS, budgetary allocations from Erie County and New York State to the Buffalo & Erie County Public Library (B&ECPL) constitute the vast majority of the financial resources supporting the contract with the “Public Library,” and

WHEREAS, Erie County’s 2024 allocation was not known until early December, and New York State’s overall allocation was adopted in early May, and

WHEREAS, this made it difficult for the B&ECPL and the contracting libraries to develop, consider, and approve a contract prior to the beginning of the 2024 fiscal year on January 1, 2024, and

WHEREAS, to meet 2024 operating expenditure needs of the contracting libraries, the B&ECPL Board of Trustees on December 15, 2023 adopted Resolution 2023-41 implementing the extension provision contained in the 2023 contract until such time as a final 2024 contract is adopted, not to exceed July 31, 2024, whichever was earlier, with budgetary amounts based upon the 2024 Board adopted budget and any subsequent modifications thereof, and

WHEREAS, Erie County’s 2024 budget is now in place and the New York State budget has been adopted, and

WHEREAS, the impact of these changes is now known, allowing necessary budget adjustments to be made, now, therefore be it

RESOLVED, that the Board of Trustees of the B&ECPL authorizes the Chair of the Board of Trustees to execute 2024 contracts subject to the terms and conditions noted above and with budget figures reflecting the 2024 Board-adopted budget as amended.

Agreement between
the Buffalo & Erie County Public Library
and
«Lib_Name», «Public_Library»
of the «Location», County of Erie and
State of New York

20__

TABLE OF CONTENTS

Article I–Term

- A. Prior Year Contract Extension
- B. Current Term
- C. Next Year Contract Extension

Article II – Library Services

- A. Library Privileges
 - 1. Circulation Policy
 - 2. Acceptance of Issued Materials
 - 3. Acceptance of Returned Materials
 - 4. Loan and Use of Materials Within B&ECPL System
- B. Network and Automated Systems
- C. Open Hours
- D. System-wide Policies

Article III – Library Materials

- A. Requisition, Furnishment, Use and Ownership of Materials/Equipment/Supplies Furnished by B&ECPL
- B. Material Processing and Care
- C. Annual Inventory of Fixed Assets

Article IV– Human Resources

- A. Centralized Human Resources
- B. Filling Full-time or Regular Part-Time Positions
 - 1. Authorization to Fill
 - 2. Salary Rules
- C. Collective Bargaining
- D. Transfer of Librarians
- E. Equal Employment Opportunity
- F. Volunteers

Article V – Budget

- A. Annual Budget Request
- B. Annual Budget Allocation
 - 1. Budget Allocation Process
 - 2. Allocation of Budget Funds
 - 3. Exhibit A
- C. Operating Expenses
 - 1. Expenses Paid by B&ECPL
 - 2. Retirement System Expenses
 - 3. Opting Out of CHR
 - 4. Remaining Revenue and Expenditures
- D. Contractual Payments
 - 1. Current Year Quarterly Contractual Payments

- 2. Next Year Contract Extension Quarterly Contractual Payments
- E. Other Income
 - 1. Local Library Services Aid (LLSA)
 - 2. Income from Endowment Funds, Fundraising, Donations, and Municipal Support
- F. Reporting Budget Transfers
- G. Unencumbered Funds
- H. Budgeting for Open Hours
 - 1. Emergencies/Unforeseen Circumstances
 - 2. Inability to Fund Open Hours
 - 3. Request for Additional Funds
- I. Building/Expansion Related Expenses
- J. Reduction in Funding

Article VI – Administrative Review

- A. Survey by B&ECPL
- B. Erie County Comptroller Audit Rights
- C. Contract Review by Erie County Fiscal Stability Authority (ECFSA)

- Exhibit A Public Library Budget
- Exhibit B Circulation Policy
- Exhibit C Internet Safety and Acceptable Use Policy
- Exhibit D Open Hours
- Exhibit E System wide policies
- Exhibit F Salary Scale
- Exhibit G Benefits Package for Non-represented Employees
- Exhibit H Equal Employment Opportunity and Anti-Harassment Policy;
Sexual Harassment Prevention Policy
- Exhibit I Volunteer Policy
- Exhibit J New Construction/Expansion Policy

THIS AGREEMENT

Made and entered into this _____ day of _____ 20__ by and between BUFFALO AND ERIE COUNTY PUBLIC LIBRARY (B&ECPL), a domestic corporation, with head office in the City of Buffalo, County of Erie, State of New York, party of the first part and

_____,
a public library of the Town of _____,
County of Erie and State of New York

Hereinafter known as the “Public Library,” party of the second part.

WITNESSETH

WHEREAS, the Public Library also known as “Contract Library,” was granted a charter by the Board of Regents of the State of New York on the ___ day of _____ 19__ and said Public Library was duly registered with the Board of Regents of the State of New York on the ___ day of _____ 19__ ; and

WHEREAS, the Public Library is now furnishing library privileges to the people of the County of Erie, New York in calendar year 20__ (hereafter referred to as the “ Current Year”), pursuant to the contract extension provision contained in Article I - TERM of the calendar year _____ (hereafter referred to as the “Prior Year”) contract with the B&ECPL which was implemented via Resolution _____ dated the ___ day of _____ ; and

WHEREAS the B&ECPL was organized pursuant to the provisions of Chapter 768 of the Laws of 1953 of the State of New York and has received its charter from the Board of Regents of the State of New York and is authorized by the provisions of said Chapter 768 of the Laws of 1953 of the State of New York to enter into this contract with the Public Library.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE I - TERM

A. Prior Year Contract Extension

Due to Erie County’s Current Year allocation not being finalized until December of the Prior Year and delays in determining New York State’s aid allocation, to meet the Current Year payroll and other operating expenditure needs of each contracting library, the Board of Trustees of the B&ECPL, on December __, 20__ approved Resolution _____, implementing the contract extension provision contained in Article I of the contract for the Prior Year into the Current Year until replaced by this agreement, said replacement to be no later than July 31 of the Current Year.

B. Current Term

1. This agreement, including the sums for the Public Library as shown in Exhibit A, which is affixed to this agreement, replaces the contract for the Prior Year as extended.
2. This agreement shall continue in force for the remainder of the Current Year.

C. Next Year Contract Extension

1. For the next fiscal year beginning January 1, 20__ (hereafter referred to as the "Next Year), it is likely that Erie County's Next Year budget allocation may not be finalized until December of the Current Year and New York State's aid allocation is unlikely to be known until well into Next Year.
2. Both circumstances would make it very difficult for the B&ECPL and the Public Library to develop, consider and approve a complete annual contract prior to the beginning of the start of the Next Year.
4. Should such circumstances occur, the parties hereto agree to extend all terms and conditions of this contract unless modified herein until replaced by the successor to this agreement. Said replacement shall be no later than July 31 of the Next Year.
5. Notification implementing this provision will be by resolution adopted by the Board of Trustees of the B&ECPL and transmitted to the Public Library. The Public Library will have been deemed to accept this extension unless said Public Library notifies the B&ECPL in writing within 30 days of the date said Resolution is transmitted to the Public Library.

ARTICLE II – LIBRARY SERVICES

A. Library Privileges

The Public Library will furnish free library privileges to the people of the County of Erie during the term of this agreement as set forth in Article One.

1. **Circulation Policy**

The books, pamphlets, periodicals, audio/video items, and other library materials constituting the circulating and reference library of the Public Library shall be loaned in accordance with the rules and regulations of the B&ECPL, presently in force or as amended, to any person holding a library card duly issued by the B&ECPL or any other library within the County of Erie which, by contract with the B&ECPL, has agreed to furnish library privileges to the people of the County of Erie. A copy of the existing B&ECPL Circulation Policy is attached as Exhibit B.

2. **Acceptance of Issued Materials**

The Public Library will cooperate with the B&ECPL by accepting for return, under such rules and regulations as may be promulgated by the B&ECPL, books and other library materials issued by the B&ECPL or any library within the County of Erie which has by agreement, contracted with said B&ECPL to furnish library privileges to the people of the County of Erie.

3. Acceptance of Returned Materials

The Public Library will cooperate with the B&ECPL by accepting for return, under such rules and regulations as may be promulgated by the B&ECPL, books and other library materials of said Public Library returned to the B&ECPL or any other library within the County of Erie which has by agreement contracted with said B&ECPL to furnish library privileges to the people of the County of Erie.

4. Loan and Use of Materials Within B&ECPL System

The printed books, pamphlets, and other documents constituting the circulation and reference library of the Public Library shall be made available for use and distribution by the B&ECPL and other libraries within the County of Erie which, by agreement with the B&ECPL, have contracted to furnish library privileges to the people of the County of Erie. The loan and use of the aforesaid books, pamphlets, and other documents of the Public Library shall at all times be subject to the decisions, rules and regulations of the B&ECPL. The Public Library may accept books from the aforesaid libraries on loan or otherwise to augment the various services it now renders to the public.

B. Network and Automated Systems

The Public Library agrees that access to and use of the B&ECPL's network and automated systems, including but not limited to the Online Public Access Catalog (OPAC), circulation system, networked databases, and the Internet are contingent upon the Public Library complying with the rules and regulations pertaining to network and automated system use as promulgated by the B&ECPL. Said rules and regulations include the B&ECPL's Internet Safety and Acceptable Use Policy which is attached as Exhibit C.

1. Failure to comply with said rules and regulations, particularly those concerning system security and unauthorized modification to any networked computer system operating and application files and other software may result, upon notification by the Director of the B&ECPL, in the B&ECPL revoking connection to networked automated services.
2. In the event the B&ECPL has revoked connection to its networked automated services for failure of the Public Library to comply with said rules and regulations, networked automated services will be restored when the Director of the B&ECPL has determined that the Public Library is in full compliance with the B&ECPL's said rules and regulations.

C. Open Hours

The Public Library will submit to be affixed to this agreement as Exhibit D an addendum setting forth the scheduled weekly open hours, excluding holidays, that all branches of the Public Library will be open to the public including summer months if different as funded by the budget set forth in Exhibit A provided that the Public Library shall have the authority to adjust weekly open hours for each branch during the year if necessary to better serve Erie County residents, as long as the total weekly hours for each branch are not reduced from the totals as set forth in Exhibit D. The Public Library shall have the authority to make temporary adjustments in weekly open hours in the event closure is necessary due to weather or to allow for minor construction,

painting, carpeting, or other similar projects. The Public Library will not otherwise reduce the total of weekly open hours for each branch as set forth in Exhibit D without the written consent of the B&ECPL.

D. System-wide Policies

The Public Library will adhere to the system-wide policies adopted by the B&ECPL. A list of all system-wide policies is set forth in Exhibit E. The B&ECPL shall maintain current policies on the B&ECPL website. Should the policies change during the course of this Agreement the B&ECPL will update the website.

ARTICLE III -LIBRARY MATERIALS

A. Requisition, Furnishment, Use and Ownership of Materials/Equipment/Supplies Furnished by B&ECPL

1. The B&ECPL shall furnish to the Public Library all books, pamphlets, periodicals, audio/video and other library material as may be requisitioned from time to time during the period of this agreement to the extent of that portion of the funds set forth in SAP Account Code #561450, Library Books and Media, as included in the budget of the B&ECPL for such purpose and as approved by the B&ECPL Director.
2. The B&ECPL shall furnish to the Public Library equipment requisitioned from time to time during the term of this agreement to the extent of that portion of the funds set forth in SAP Account Code #561430 (Building & Grounds Equipment), #561420 (Furniture, Fixtures and Office Equipment), and #561410 (Lab and Technical Equipment) as included in the budget of the B&ECPL and as approved by the B&ECPL Director.
3. The B&ECPL also shall furnish to the Public Library necessary supplies (such as office, janitorial and electrical supplies) requisitioned from time to time during the term of this agreement and as permitted by the budget of the B&ECPL and as approved by the B&ECPL Director.
4. All such purchases of books, pamphlets, periodicals, library materials and equipment of every nature and description whatsoever shall become the property of the County of Erie or the B&ECPL provided, however, that the Public Library shall have the custody and use thereof so long as it shall continue to render public library service to the people of the County of Erie.
5. The acquisition of goods and services authorized by the B&ECPL to the Public Library shall conform to the requirements set forth by New York State Law governing use of public funds.

B. Material Processing and Care

It is mutually agreed by the parties hereto that the B&ECPL shall order, catalogue, classify, finish and, as funds permit, restore, bind and repair the books and periodicals for use by the Public Library.

C. Annual Inventory of Fixed Assets

The Public Library will provide to the B&ECPL an annual inventory account of fixed assets owned by the County of Erie or the B&ECPL and in possession of the Public Library with the exception of library materials (i.e., books, media etc.).

ARTICLE IV- HUMAN RESOURCES

A. Centralized Human Resources

The Public Library participates in the Centralized Human Resources (“CHR”) program.

1. Either party may opt out of the CHR program by providing written notice via certified mail/return receipt no later than 180 days prior to the date desired to opt out, to the other party.
2. Such written notice shall state the reasons for opting out and shall further show how existing service levels can be maintained during and after the transition from CHR and any cost differential associated therewith.
3. Such notice and service level plan shall also be transmitted to the Erie County Fiscal Stability Authority (“ECFSA”) for review if required as a result of Erie County and the B&ECPL as a “covered organization” being in a “control period” subject to NYS Law governing the ECFSA and action pursuant to the provisions of Article VI, Section 1 of this agreement. See Article V, 3(a) and 7.

B. Filling Full-Time or Regular Part-Time Positions

1. **Authorization to Fill**

Before any Full-time or Regular Part-time (RPT) position listed in the Public Library’s budget under Full-time Salaries or Regular Part-time Wages shall be filled, said Public Library shall apply to the Director of the B&ECPL for authorization.

- a. The Director of the B&ECPL shall, if he/she deems it necessary, because the nature of the position to be investigated and the Public Library, if requested provide a list of the duties of the position.
- b. The Director of the B&ECPL shall either grant or deny the request by certificate in writing within ten days provided, however, that in the event he/she denied the request, the Public Library may appeal to the Board of Trustees of the B&ECPL which may, after a hearing either grant or deny such request.

2. **Salary Rules**

- a. Salary Scales - All persons hereafter appointed to the staff of the Public Library, or promoted to a higher grade, shall receive for the year covered by this contract the minimum salary of the grade to which

appointment or promotion is made except as otherwise provided by the B&ECPL. The salary ranges for all grades are attached to and made a part of this contract and marked Exhibit F. The Public Library shall adhere to the salary scale contained in said Exhibit F unless permitted to depart therefrom by the B&ECPL.

- i. To the extent permitted by law and Civil Service Regulations, any employee of the B&ECPL or any library contracting with the B&ECPL may transfer from one library to another in the same grade of position and shall receive the same salary paid by the former library, including any earned increments.
 - ii. Prior approval to such transfer shall be given in writing by both libraries concerned and notice thereof given to the Director of the B&ECPL.
- b. Pay Periods - The Public Library recognizes its employees shall be paid in accordance with a biweekly pay period schedule. If the Public Library is not participating in the CHR program, said Public Library employees shall be paid pursuant to the salary scale contained in Exhibit F on the identical biweekly schedule as B&ECPL employees, thereby maintaining salary equity.

C. Collective Bargaining

1. The Public Library agrees that it is bound by all the terms and conditions of the current collective bargaining negotiations agreement covering those employees represented by the Librarians Association and the Clerical and Maintenance Union of the Buffalo and Erie County Public Library- Contracting Libraries, NYSUT/AFT (hereinafter the "CMU"). These contracts are available on the Trustee website.
2. The Public Library further agrees that it is bound by all the terms and conditions stated in Exhibit G for those employees not represented by the Librarians Association or CMU.

D. Transfer of Librarians

The Public Library accepts the principle of transferability of librarians throughout the B&ECPL System for promotional purposes (it being understood that appointments to librarian positions for service in the Public Library are to be made by the Public Library) and accordingly authorizes the B&ECPL to ask the County Personnel Commissioner to place all professional librarians in the B&ECPL system (whether now or hereafter employed by the B&ECPL, the Public Library or any other library within the County of Erie which has by agreement contracted with said B&ECPL to furnish library privileges to the people of the County of Erie) in a common promotion pool.

E. Equal Employment Opportunity

During the performance of this contract the Public Library agrees to provide and ensure that equal opportunity is extended to all persons in employment, service and contracting matters without regard to gender, race, color, national origin, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, known relationship or association with member of a protected class, or any other basis protected by

federal state or local law. The Public Library acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment, and retaliation. The Public Library will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be nondiscriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment. Further the Public Library acknowledges its obligation to adhere to the B&ECPL Equal Employment Opportunity and Anti-Harassment Policy and Sexual Harassment Prevention Policy, attached as Exhibit H.

F. Volunteers

The Public Library further agrees that it is bound by all the terms and conditions of the Volunteer Policy as stated in Exhibit I.

ARTICLE V - BUDGET

A. Annual Budget Request

The Public Library submitted budget requests and answered questions as needed by the B&ECPL in developing a Current Year itemized budget request in the form required by the B&ECPL and the Erie County Budget Director of the sum of money deemed necessary to meet the expenditures of the Public Library for the Current Year. Such request, submitted by the Public Library, sets forth in detail all estimated public income of said Public Library.

B. Annual Budget Allocation

The B&ECPL examined the Public Library's itemized budget request as recited in Article V, Section 1 of this agreement, approved the same with modifications, and included the Public Library's modified budget request in the B&ECPL's operating budget request for the Current Year in the sum of \$_____.

1. Budget Allocation Process

After review by the County Executive and Erie County Legislature, Erie County adopted a Current Year budget that provides the B&ECPL be allocated an annual operating County share budget consisting of \$24,422,489 from the Library Property Tax. On December __, 20__, the B&ECPL adopted its Current Year operating budget of \$27,997,864 which includes the above noted Library Property Tax allocation, anticipated New York State aid, and other library revenue.

2. Allocation of Budget Funds

The Director of the B&ECPL shall cause to be affixed to this agreement as Exhibit A addenda setting forth the approved sums to be allocated on behalf of the Public Library in the Current Year which is that portion of the overall B&ECPL Current Year operating budget to be allocated to the Public Library in line-item format for the purposes of funding library services.

3. Exhibit A

The sums shown in Exhibit A are based upon the Public Library's budget request and have been the basis for determination of Current Year service levels to be funded by the B&ECPL during the contract period.

C. Operating Expenses

1. Expenses Paid by B&ECPL

The "System Paid" column of Exhibit A shows the personnel expense paid directly by the B&ECPL on behalf of the Public Library, as long as the Public Library continues to participate in the CHR program. Regardless of whether the Public Library does or does not participate in the CHR program, the "System Paid" column of Exhibit A also details sums allocated within B&ECPL budget accounts to support other costs associated with the operations of the Public Library but incurred and paid by the B&ECPL.

The Current Year budget amounts for the System Paid accounts are as follows:

ACCOUNT TITLE BUDGET COLUMN	CURRENT YEAR “SYSTEM PAID”
Salaries & Wages Full-Time	\$165,094
Wages, Regular Part-time	\$51,303
Wages, Part-time	\$140,081
Contractual Salary Reserves	\$4,865
Employer FICA Total	\$27,420
Employee Health Insurance	\$79,512
Dental Plan	\$1,728
Health Insurance Waiver	\$0
NYS Retirement	\$33,222
Disability	\$0
National Gas	\$4,912
Electricity	\$10,712
TOTAL OF ABOVE ACCOUNTS	\$518,879

- a. Demand on several of these accounts can be impacted by services supported by fundraising, donations, and/or municipal support received directly by the Public Library.
- b. B&ECPL shall provide the Public Library with periodic reports on the expenditures listed above which will include a Year-End Projection for the accounts.
 - i. Should the Public Library be projected to exceed the “System Paid” Budget Total for these accounts, the B&ECPL shall send the Director and Board of Trustees of the Public Library a written invoice via email for a pro-rated share of the projected overage.
 - ii. Should the projected overage be due to unforeseen issues, the Public Library can request additional assistance as outlined below in Art. V, Section H(3).
 - iii. Should the Public Library fail to pay the invoice or demonstrate to the satisfaction of the B&ECPL Director that sufficient corrective action has been implemented to eliminate the projected excess expense within 30 days of receipt of said invoice, the Public Library accepts that the B&ECPL may suspend providing a sufficient number of the services supported by these accounts to offset the projected excess expense, returning the obligation to pay for said services to the Public Library.
 - iv. If the Public Library believes there is an error in calculation or exceptional circumstances to be considered, said Public Library may within 30 days of receipt of said invoice appeal in writing to the Board of Trustees of the B&ECPL, which may, after a hearing

waive, modify or reaffirm the invoiced amount and subsequent service suspension.

2. Retirement System Expenses

It is mutually agreed by the parties hereto that payment of the appropriate and County-employer approved percentage of the employees' gross salaries shall be made by the County of Erie to the New York State and Local Employees' Retirement System for all employees of the Public Library who have elected to participate in said System to the New York State and Local Employees' Retirement System. Appropriate and County-employee approved percentage deductions of the gross salary shall be taken from the salary of those employees required to contribute said percentage under New York State and Local Employees' Retirement System rules by the B&ECPL if the Public Library is participating in the CHR program, otherwise such deduction of appropriate and County-employer approved percentage of the employees' gross salaries shall be made by the Public Library at which he/she is employed and a single check therefore shall be mailed by said Public Library directly to the New York State and Local Employees' Retirement System. Former employees of the Public Library who have retired shall have the same benefits as those retired employees of the B&ECPL.

3. Opting Out of CHR

Upon receipt of confirmed delivery of notice of the Public Library opting out of CHR as set forth in Article IV, Section 1, the B&ECPL will calculate remaining unexpended balances at the date of transition shown for personnel expenses in the System Paid column of Exhibit A and, subsequent to ECFSA approval if applicable, transfer those balances that would from that point forward be paid by the Public Library to the "Contract Library Direct" column of Exhibit A for use by the Public Library subsequent to the transition. A contract amendment will be processed and executed by both parties to complete the transition.

4. Remaining Revenue and Expenditures

The "Contract Library Direct" column of Exhibit A details the remaining revenues and expenditures to be collected and expended directly by the Public Library.

D. Contractual Payments

1. Current Year Quarterly Contractual Payments

The B&ECPL has or shall pay or cause to be paid to the Public Library the contract sum as shown in SAP Account Code #516010, Contractual Payments, as adjusted if necessary, pursuant to this Agreement in advance in equal quarterly installments on or about January 1, April 1, July 1, and October 1 of the Current Year unless the Current Year contract payment allocation to the Public Library is less than \$10,000, in which case said allocation may be distributed in one installment coincident with what would have been the first quarterly payment.

- a. The Public Library shall use funds paid under this paragraph for the express requisite purposes set forth in the annexed Current Year budget

summary, Exhibit A, for the Current Year commencing January 1st and ending December 31st as specified in the accounts as detailed in Exhibit A.

- b. The Public Library shall adhere at all times to the year-to-date and annual uniform financial reporting procedures established by the B&ECPL and the County of Erie. This shall include but not be limited to attesting that the financial information provided to the B&ECPL and New York State as part of any and all reporting is true and complete.

2. Next Year Contract Extension Quarterly Contractual Payments

In the event of an extension of Term pursuant to Art. I, Section C, quarterly contract payments shall be distributed in the same manner as described above, and the quarterly amount shall be based upon one fourth of the Current Year B&ECPL estimated base budget contract payment allocation shown in SAP Account #516010, Contractual Payments, to the Public Library as requested by the Board of Trustees of the B&ECPL pursuant to Erie County's budget process except that, should local funds for library services be modified from those projected in the above request, then the quarterly amount shall be based upon the modified estimate.

- a. The Public Library shall adhere to the salary scale contained in said Exhibit F for the Current Year, unless permitted to depart therefrom by the B&ECPL.
- b. Notwithstanding any other provision of this agreement, the Public Library and the B&ECPL may amend Exhibit D of this agreement to reflect any hourly change required to adjust to a change from the requested allocation through the B&ECPL that may occur as a result of a change in local funds for library services and library materials allocated in Erie County's Current Year budget upon adoption, and subsequently through B&ECPL's Current Year budget or state library aid allocated in New York State's budget for aid to be provided to the B&ECPL in the Current Year.

E. Other Income

1. Local Library Services Aid (LLSA)

Distributions under the Local Library Services Aid ("LLSA") provisions of section 273 of the Education Law have been provided for in this budget. State aid paid directly to the Public Library shall be reported to the B&ECPL and shall be expended by the Public Library in accordance with the uniform financial reporting procedures of the B&ECPL. Should receipts under the LLSA provisions exceed the amount estimated in the Erie County budget, the unanticipated aid will be distributed under a plan subject to the provisions of the Education Law and the relevant regulations of the Commissioner of Education. Should said receipts under the LLSA provisions fall short of said estimated amount, a reduction in the LLSA funds provided for by this agreement shall be made subject to the provisions of the Education Law and the relevant regulations of the Commissioner of Education. Any reduction amount per this paragraph is included in, not in addition to, any

reduction amount determined in the calculation in the third paragraph of this section.

2. Income from Endowment Funds, Fundraising, Donations, and Municipalities

Income from endowment funds, principal, and interest from donations, fundraising, and municipal support provided directly to the Public Library for the Current Year may be expended by the Public Library for any library purpose, and if not so expended may be retained by the Public Library.

- a. Should a Public Library chose to supplement the System Budgeted Personnel Costs, the Public Library should provide an estimate of the supported expenditures which includes the specific accounts listed in Art. V, Section C(1) which will be impacted.
- b. The Public Library should also provide verification of the availability of the funding from Fundraising, Donations, and/or Municipal support to reimburse the B&ECPL for these additional Personnel Costs.

F. Reporting Budget Transfers

The Public Library shall inform the B&ECPL of all transfers made within its budget lines on a monthly basis except that written approval of the B&ECPL is required in advance of any transfer after said transfers cumulatively exceed \$5,000 for the Current Year.

G. Unencumbered Funds

Except as provided in Art. V, Section E(2) above, all unencumbered funds, in the custody of the Public Library, and/or including interest generated from the deposit or investment of funds provided by this contract, revenue generated by late charges and other fines, and photocopy machine revenues, shall be returned to the B&ECPL before January 31st of the Next Year. As the Public Library is participating in the CHR program, the B&ECPL will be directly paying the personnel expenses shown in the "System Paid" column of Exhibit A, and the revenues directly collected by the Public Library may be expected to exceed the expenditures directly paid by the Public Library. This difference, if any, shall be referred to as the balance owed the B&ECPL. The balance owed will be adjusted to reflect the net of actual revenues directly collected and actual expenditures directly made by the Public Library pursuant to the provisions of this section.

H. Budgeting for Open Hours

1. Emergencies/Unforeseeable Circumstances

The Public Library agrees to monitor and manage its budget in such a manner as to provide the open hours as stated in Exhibit D and not request additional appropriations from the Erie County Legislature or the B&ECPL during the contract period, or cause the B&ECPL to request additional funds from the Erie County Legislature for operating purposes unless unforeseeable circumstances or emergencies occur which would otherwise require that the Public Library allocate those funds as set forth in Exhibit A for weekly open hours for said emergencies. Unforeseeable circumstances or emergencies are those circumstances whose materiality and unanticipated nature could not reasonably be expected to be accommodated by internal transfers within the approved Public Library's operating budget without affecting open hours, including but not limited to floor/fire damage and major failure of building equipment such as heating and

ventilation, changes in labor pay grades or civil service adjustments mandated by labor agreement or civil service rules but not anticipated at the time the Current Year budget was adopted.

2. Inability to Fund Open Hours

In the event unforeseeable circumstances require the Public Library to authorize expenditures that result in a material impact on the Public Library's operating budget and the Public Library anticipates it will be unable to sustain the weekly open hours as set forth in Exhibit D because of lack of sufficient funds, the Public Library agrees to immediately notify the B&ECPL in order to seek assistance or to seek approval of the B&ECPL to a change in weekly open hours as set forth in Exhibit D. The Public Library agrees to only request additional operating funds in the event of said emergencies and will not request additional funds from the Erie County Legislature without prior written notification of said emergency and request for assistance to the B&ECPL. The Public Library agrees that such notification is to occur not less than fifteen days preceding a regularly scheduled meeting of the B&ECPL Board of Trustees. The B&ECPL Board of Trustees agrees to consider such notification and request for assistance at said regularly scheduled meeting and respond to the Public Library no later than fifteen days following said meeting.

3. Request for Additional Funds

When situations arise where the B&ECPL desires to provide additional funds to the Public Library, such as to address unforeseeable circumstances, emergencies or to implement a grant of funds awarded subsequent to execution of this contract. This may be accomplished by transmitting to the Public Library a copy of the B&ECPL Board of Trustees resolution specifying the amount of funds and their purpose, together with a revised Exhibit A showing the accounts affected.

- a. The resolution and revised Exhibit A shall be affixed to this agreement. By endorsing and depositing the check containing the additional funds, the Public Library agrees to use the funds for the purpose identified in the resolution, which are subject to the provisions of this agreement. Because the uncertainty of the budget process, as described above, resulted in extending the Prior Year contract with Public Library into the Current Year, and because during said extension state, county, or other additional aid may have been approved for the Public Library, the amount of change in funding (if any) as of the meeting of the B&ECPL Board of Trustees in which this agreement is approved is included in Exhibit A.
- b. All other provisions of this agreement shall remain in full force and effect.

I. Building/Expansion Related Expenses

If the Public Library intends to request the B&ECPL to provide funds for equipment, book collections, and increased operating expenses for a new or expanded building, the Public Library shall consult with the B&ECPL concerning site, size, floor plans, design and equipment. Failure to receive prior approval in such matters shall relieve the B&ECPL from any financial obligations in the provision of equipment, library materials, and operational costs for said new or expanded

Public Library's building. The Public Library shall adhere to B&ECPL's New Construction/Library Expansion Policy which is attached as Exhibit J.

Reduction in Funding

Notwithstanding any contrary provision of this agreement or any provision of the Current Year budget adopted by the Erie County Legislature, the B&ECPL may, if required by a shortfall in its anticipated appropriations or revenues or an excess in its anticipated expenses, and after pursuing supplemental appropriations and/or other remedies, reduce the total amount of funds provided for in this agreement. Such reduction shall be made in consultation with the Public Library after giving to the Public Library at least twenty (20) days' written notice of such reduction either personally or by email or registered or certified mail. No such reduction shall be made for the purpose of increasing the budget service level of another library.

ARTICLE VI - ADMINISTRATIVE REVIEW

A. Survey by B&ECPL

The B&ECPL may survey the work of the Public Library and may make recommendations with respect to personnel, book collections, space, and scope and character of its service to the public so that all libraries in the County of Erie will be coordinated and duplication of services eliminated. The Public Library shall assist in making any such survey by furnishing necessary personnel and making available its records. No such recommendations, however, shall be enforceable unless accepted and acted upon by the Board of Trustees of the Public Library.

B. Erie County Comptroller

The Comptroller of the County of Erie and his/her deputies and the Director of the B&ECPL and his/her deputies shall at all times have access to the books, records and accounts of the Public Library for the purpose of examinations and audit.

C. Erie County Fiscal Stability Authority (ECFSA)

This agreement may be subject to review by the ECFSA pursuant to Chapter 182 of the New York Laws of 2005 and Public Authorities Law Section 3959(1)(e). The ECFSA may impose a control period over the County of Erie and covered organizations, which it has determined includes the B&ECPL and the Public Library. During such a control period and any subsequent control period ordered by the ECFSA under said sections of law, the ECFSA may review and approve or disapprove contracts or other obligations binding or purporting to bind Erie County or any covered organization pursuant to Public Authorities Law section 3959(2)(h). Should ECFSA enter a control period, ECFSA will determine the extent and value that any contract settlement or other obligation binds or purports to bind the County of Erie or a covered organization shall be reviewed and approved by the ECFSA before it takes effect. Further, should the ECFSA impose a hiring freeze during a control period pursuant to New York Public Authorities Law section 3959(2)© and determines that the Public Library is subject and must adhere to the rules and procedures pursuant to this and any extension modification or re-imposition of a hiring freeze by the ECFSA, the Public Library shall comply and adhere to said rules and procedures.

Exhibit E

1. [Accessibility of Library Services Policy](#)
2. [Circulation Policy](#)
3. [Collection Development Policy](#)
4. [Confidentiality of Library Records](#)
5. [EEO & Anti-Harassment Policy](#)
6. [Free Direct Access Plan](#)
7. [Internet Safety and Acceptable Use Policy](#)
8. [New Construction/Library Expansion Policy](#)
9. [Personnel Policies and Procedures Manual](#)
10. [Sexual Harassment Prevention Policy](#)
11. [Trustee Education Policy](#)
12. [Volunteer Program Policy](#)

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	Per Res 2022-47			As per Res 2023-42		
	2023	2023 BUDGET	2023	2024	2024 BUDGET	2024
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
PERSONAL SERVICES						
SALARIES & WAGES, FULL TIME	-	168,763	168,763	-	169,378	169,378
WAGES, REGULAR PART-TIME			-			-
WAGES, PART TIME		162,212	162,212		178,724	178,724
OVERTIME (Sunday)			-			-
OTHER (Vacation Buyout)			-			-
TOTAL SALARIES & WAGES	-	330,975	330,975	-	348,102	348,102
REDUCTION FRM PERS. SVCS ACCT			-			-
CONTRACTUAL SALARY RESERVES		19,098	19,098			-
FRINGE BENEFITS						
EMPLOYER FICA		25,318	25,318		26,630	26,630
EMPLOYEE HEALTH INSURANCE		33,443	33,443		36,516	36,516
DENTAL PLAN		636	636		472	472
WORKERS COMPENSATION		2,186	2,186		2,160	2,160
UNEMPLOYMENT INSURANCE		596	596		490	490
HOSPITAL & MEDICAL - RETIREES		18,985	18,985		17,785	17,785
HEALTH INSURANCE WAIVER			-			-
RETIREMENT		23,160	23,160		29,379	29,379
TOTAL FRINGE BENEFITS	-	104,324	104,324	-	113,432	113,432
OFFICE SUPPLIES	-	2,945	2,945	-	3,268	3,268
REPAIRS & MAINTENANCE CHARGES						
OTHER SUPPLIES & MATERIALS	1,500	-	1,500	1,700	-	1,700
EQUIPMENT MAINTENANCE	50		50	250		250
REPAIRS & MAINT - MISC SYS	-	1,901	1,901	-	1,509	1,509
TOTAL REPAIRS & MAINTENANCE CHARGES	1,550	1,901	3,451	1,950	1,509	3,459
TRAVEL & MILEAGE EXPENSES	200		200	200		200
DUES & FEES						
MEMBERSHIP & DUES	20	-	20	20	-	20
TRAINING & EDUCATION (NYSALB, etc.)		904	904		847	847
TOTAL DUES & FEES	20	904	924	20	847	867
UTILITY CHARGES						
WATER	550		550	550		550
SEWER	1,000		1,000	800		800
TELECOMMUNICATIONS			-			-
- WIRELESS ACCESS	-	207	207	-	462	462
- DATA LINES	-	345	345	-	345	345
- INTERNET - Internet access	-	54	54	-	53	53
- EQUIPMENT MAINT	500		500	500		500
- LOCAL AND LD PHONE SERVICE	-	936	936	-	936	936
TELEPHONE SUB-TOTAL	500	1,542	2,042	500	1,796	2,296
TOTAL UTILITY CHARGES	2,050	1,542	3,592	1,850	1,796	3,646
PROFESSIONAL SERVICE CONTRACT & FEES						
ADVERTISING & PROMOTION		2,535	2,535		2,588	2,588
MOVIE LICENSING AGREEMENT		235	235		235	235
OVERDRIVE DOWNLOADABLE LICENSE	-	211	211	-	211	211
SIRSI SOFTWARE MAINTENANCE	-	2,875	2,875	-	3,048	3,048
RFID EQUIPMENT MAINTENANCE		888	888			-
COLLECTIONS AGENCY FEES	-		-	-		-
EAP SERVICES	-	207	207	-		-
ONLINE CATALOG (OCLC)	-	2,704	2,704	-	3,381	3,381
VITEC SOLUTIONS/COMPUTER SUPPORT	-	2,000	2,000	-	1,844	1,844
LEGAL FEES	-	1,710	1,710	-	1,651	1,651
RFID/OCR LABELS		169	169		173	173
OTHER PRINTED SUPPLIES	-	46	46	-	45	45
CONTRACT PROFESSIONAL SERVICES (DIRECT)			-			-
TOTAL PROFESSIONAL SERVICE CONTRACTS	-	13,580	13,580	-	13,176	13,176

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	Per Res 2022-47			As per Res 2023-42		
	2023	2023	2023	2024	2024	2024
	BUDGET			BUDGET		
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
MAINTENANCE CONTRACTS						
OTHER SUP & MTLs - CONTRACT	500	-	500	500	-	500
EQUIPMENT CONTRACTS	100		100	100		100
MAINT CONTRACTS - SYS	-	141	141	-	118	118
TOTAL MAINTENANCE CONTRACTS	600	141	741	600	118	718
OTHER EXPENSES & CHARGES						
LIBRARY MATERIALS PROCESSING SUPPLIES	-	250	250	-		-
RFID LABELS (NON-PRINT)	-	845	845	-	1,035	1,035
RESALE ITEMS (BAGS, DISK, HEADPHONES)	-	245	245	-	250	250
LIBRARY CARDS	-		-	-		-
DVD REPAIR		68	68		35	35
MISC PROGRAM EXPENSES	500		500	500		500
NYS DISABILITY	-		-	-		-
POSTAGE	100		100	100		100
PRINTING			-			-
ADVERTISING			-			-
TRAINING			-			-
REFUSE PICKUP			-			-
BANK CHARGES			-			-
JANITORIAL SERVICES	-		-	-		-
OTHER EXPENSES			-			-
TOTAL OTHER EXPENSES & CHARGES	600	1,408	2,008	600	1,320	1,920
CONTINGENCY						
MISCELLANEOUS-Additional System Aid			-			-
TOTAL CONTINGENCY	-	-	-	-	-	-
RENTAL CHARGES						
EQUIPMENT		-	-		-	-
OTHER	-	-	-	-	-	-
TOTAL RENTAL CHARGES	-	-	-	-	-	-
INSURANCE CHARGES						
INSURANCE		-	-		-	-
GENERAL LIABILITY INSURANCE - SYS		3,305	3,305		3,154	3,154
TOTAL INSURANCE CHARGES	-	3,305	3,305	-	3,154	3,154
LAB & TECHNICAL EQUIP.		1,591	1,591		1,565	1,565
LIBRARY BOOKS & MEDIA						
Serials (Magazines, Newspapers, Journals, Etc.)	-	6,707	6,707	-	7,241	7,241
On-line Databases (News, Health, Literary, Homework, Business, Etc.)	-	6,560	6,560	-	6,820	6,820
E-Content		41,015	41,015		42,654	42,654
Centrally Ordered Materials	-	37,748	37,748	-	38,381	38,381
Specialized Titles / Individual Orders	-	10,571	10,571	-	10,531	10,531
TOTAL LIBRARY BOOKS & MEDIA	-	102,601	102,601	-	105,627	105,627
INTERFUND UTILITY EXPENDITURES						
NATURAL GAS	-	6,532	6,532	-	4,326	4,326
ELECTRICITY	-	11,654	11,654	-	7,808	7,808
TOTAL INTERFUND UTILITY EXPENDITURES	-	18,186	18,186	-	12,134	12,134
TOTAL INTERFUND EXP - COUNTY		2,193	2,193		2,062	2,062

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	Per Res 2022-47			As per Res 2023-42		
	2023	2023 BUDGET	2023	2024	2024 BUDGET	2024
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
TOTAL OPERATING EXPENSES	5,020	604,694	609,714	5,220	608,110	613,330
REVENUE SOURCES						
COUNTY SHARE		603,233	603,233		607,090	607,090
STATE AID (Member Aid)		-	-		-	-
STATE AID (Pass through System)	2,670	1,461	4,131	3,120	1,020	4,140
SUB-TOTAL: SYSTEM APPROPRIATION	2,670	604,694	607,364	3,120	608,110	611,230
DIRECT LOCAL INCOME	Contract Library Direct	Return to System (CHR Share)	TOTAL	Contract Library Direct	Return to System (CHR Share)	TOTAL
FINES, LOST BOOKS, ETC	50	-	50	100	-	100
COPY MACHINES	500	-	500	400	-	400
PRINT COST RECOVERY	1,700	-	1,700	1,500	-	1,500
OTHER REVENUES	100	-	100	100	-	100
MUNICIPAL SUPPORT	-	-	-	-	-	-
DONATIONS	-	-	-	-	-	-
FUNDRAISING	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-
USE OF FUND BALANCE	-	-	-	-	-	-
OTHER INCOME	-	-	-	-	-	-
TOTAL DIRECT INCOME	2,350	-	2,350	2,100	-	2,100
TOTAL REVENUE SOURCES	5,020	604,694	609,714	5,220	608,110	613,330

COUNTY SHARE vs OTHER REVENUE						
COUNTY SHARE	-	603,233	603,233	-	607,090	607,090
STATE AID	2,670	1,461	4,131	3,120	1,020	4,140
DIRECT INCOME	2,350	0	2,350	2,100	0	2,100
SUBTOTAL OTHER REVENUE	5,020	1,461	6,481	5,220	1,020	6,240
TOTAL REVENUE	5,020	604,694	609,714	5,220	608,110	613,330

NOTE: Libraries participating in the Centralized Human Resources (CHR) program have their employees' salaries/wages and fringe benefits paid through the system, using Erie County's payroll system. Amounts paid by the contracting library directly are correspondingly reduced. This results in state aid and local revenues collected exceeding local expenses paid. The excess revenues over local expenses is returned to the system to help meet the contract library's payroll needs.

CMU Blue Collar - 2024

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

1 Cleaner
3 Caretaker



Benefits Package – Library Managers

Benefits	
Holidays	11 paid holidays per year: New Year's Day, Martin Luther King, Jr. Day, Patriot's (President's) Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas Day.
Working on Holidays	Employees required to work on a holiday will be paid 8 hours of straight time for the holiday, plus receive 1.5 times the number of hours actually worked in compensatory time.
Vacation	<p>Employees will be eligible for vacation accruals based on years of service:</p> <ul style="list-style-type: none"> • 0-2 years: 3.08 hours/pay period (10 days/year); max bank at anniversary date of 160 hours (20 days) • 3-9 years: 4.62 hours/pay period (15 days/year); max bank at anniversary date of 240 hours (30 days) • 10-15 years: 6.16 hours/pay period (20 days/year); max bank at anniversary date of 320 hours (40 days) • 16-24 years: 7.70 hours/pay period (25 days/year); max bank at anniversary date of 400 hours (50 days) • 25 or more years: 9.24 hours/pay period (30 days/year); max bank at anniversary date of 480 hours (60 days) <p>Vacation is granted in 1 hour increments.</p> <p>Upon termination of employment, employees will be entitled to receive a cash payment equal to accrued vacation time. In no event will such payout exceed the maximum bank days.</p>
Vacation Sell-Back	Employees with 80 hours of vacation in their bank in the first week of November may sell back up to 40 hours of vacation time (in 1 hour increments) each year. Payment for such sell-back shall be made in payroll period 24.
Sick Leave Accrual	<p>Sick leave credit shall be earned at the rate of 4.62 hours/pay period. Such leave accumulation shall not exceed 1,800 hours.</p> <p>No credit for sick leave shall be granted for a pay period unless the employee has been on full pay status at least 50% of the working days of said pay period.</p>
Sick Leave Usage	<p>Sick leave with pay will be granted to an employee who is incapacitated or unable to perform the duties of their position by reasons of:</p> <ul style="list-style-type: none"> • Sickness or injury of the employee; • Pregnancy of the employee;

	<ul style="list-style-type: none"> • Sickness, injury or pregnancy in the employee’s immediate family requiring care and attendance of the employee. Immediate family shall include parent, spouse, sibling, child, or grandparent, or an actual member of the employee’s household upon submission of sufficient proof to the employer; • Circumstances which require that medical or dental visits of the employee be made during working hours; • Medical or dental visits for members of the employees’ immediate family who cannot provide their own transportation and which cannot be scheduled outside of the employees working hours. <p>Sick leave is granted in 1 hour increments.</p> <p>Sick leave in excess of 5 consecutive workdays requires a physician’s note showing incapacity/inability of the employee to perform their work, including the nature of and dates of the illness. Also, at the discretion of the Contracting Library Board of Trustees, an employee may be notified that a physician’s note is required for absence of any duration.</p> <p>Once notice of resignation/retirement has been given, a physician’s note is required to substantiate sick leave or vacation time will be charged.</p>
Sick Leave Bonuses	<p>There will be a \$300 bonus for any employee who reaches a maximum of 1,800 hours of accumulated sick leave. Thereafter, an additional bonus of \$200 will be paid in any year in which the maximum amount of sick leave is maintained AND 5 or fewer sick days are utilized.</p> <p>Payment of the initial bonus will be in the first pay check after the 1,800 hours are reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.</p>
Personal Leave	<p>After 1 year of continuous service, employees shall be eligible for 4 days (32 hours) personal leave on their anniversary date.</p> <p>Personal leave is granted in 1 hour increments. Application for personal leave must be filed at least 5 working days in advance when the request is for 4 days or more, or 3 working days in advance when the request is for 3 days or less. Advance notice requirements may be waived at the discretion of the Contracting Library Board of Trustees.</p> <p>Unused personal leave days shall be added to the employee’s sick leave bank on the anniversary date of employment.</p>
Comp Time	<p>Compensatory time may be used in 15 minute increments.</p> <p>Employees may accumulate compensatory time up to 80 hours.</p> <p>Upon retirement, employees will be entitled to receive a cash payment equal to unused accrued compensatory time.</p>
Other Paid Leave	<p>Bereavement Leave – an employee who has a death in the immediate family (parent, spouse, brother, sister, child, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, stepparent, stepchild, great-grandparent, or any other individual who is an actual member of the immediate household), upon submission of sufficient proof to the employer, shall be given time off</p>

	<p>without loss of pay to a maximum of 5 consecutive calendar days commencing with the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the 5 consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.</p> <p>Extended Sick Leave – At the discretion of the Contracting Library Board of Trustees, additional sick leave, with pay, for a serious illness may be granted to an employee with at least 10 years continuous service. Prior to the granting of such leave, there must be a reasonable expectation that the employee will return to work. No extended sick leave with pay will be granted until all other accumulated leave time has been used, and no leave credits will be earned during the extended sick leave period. Maximum leave amounts are based on continuous service:</p> <ul style="list-style-type: none"> • 10 years: Up to 3 months extended sick leave • 15 years: Up to 5 months extended sick leave <p>Emergency Closing – In the event the Contracting Library Manager or Board of Trustees declares the closing of a certain library or libraries and/or operations and/or services due to any flood, fire, uncontrolled weather conditions or other cause beyond the Library’s control, affected employees will not be charged any accruals or lose any pay for the time closed.</p> <p>Jury Duty – Upon presenting proof of the necessity of jury service or attending court for non-personal matters, employees shall receive a paid leave of absence. Employees must indicate on the court’s questionnaire that they are placed on paid leave of absence during the jury service period. Employee will not be required to report to work prior to or subsequent to their court attendance/jury duty. Regular-part-time employees shall be paid on a pro-rated basis.</p> <p>Military Leave – Leaves of absence occasioned by service in the military shall be governed by the requirements of current Federal and New York State laws.</p>
<p>Unpaid Leave</p>	<p>Extended Illness – Contracting libraries shall follow the requirements of the Family and Medical Leave Act (FMLA).</p> <p>Maternity – An employee who is pregnant shall be granted a leave of absence without pay for the duration of their anticipated disability, as substantiated by their physician. After delivery, the employee may return on the date recommended by their physician, provided a written statement is submitted certifying they are capable of resuming full duties.</p> <p>Child Care - A leave of absence without pay to care for an child will be granted to:</p> <ul style="list-style-type: none"> • An employee who has given birth or whose spouse has given birth to a child, within the first year of said child’s birth for a period of up to 6 months; or • An employee who has adopted a child of less than 5 years of age or a hard-to-place or handicapped child as defined in Section 451 of the N.Y. Social Services Law who is under the age of 18, and

	<p>who is principally responsible for the care of the child, for a period of 6 months after custody of the child is received. In the event both parents are employed by the Library, the Library is not compelled to grant a 6 month leave to both parents.</p> <p>Family Care – An employee may be granted a leave of absence without pay for up to 6 months to care for a parent, parent-in-law, child or spouse who is suffering from a serious health condition, illness or injury. It is understood that the employee shall be required to provide medical information supporting the need for their presence as a caregiver during normal hours of work and fully explaining the seriousness of the illness or injury, and any decision shall be at the discretion of the Contracting Library Board of Trustees. In addition, at the discretion of the Contracting Library Board of Trustees, leave may be granted for another individual who is an actual member of the employee’s household, upon sufficient proof to the employer.</p>
<p>Health & Dental Insurance</p>	<p>Health and dental insurance coverage is offered after one full calendar month of employment. Costs are deducted twice per month (24 of the 26 pay periods).</p> <p>Health Insurance – There are 4 plan levels to choose from (Bronze, Core, Value and Enhanced):</p> <ul style="list-style-type: none"> • Bronze Plan – High deductible plan; no employee contribution. • Value Plan - 85% employer contribution to monthly Value Plan premium; employee pays 15% of premium. • Core or Enhance Plan – Employer contribution equal to 85% of the monthly cost of the <u>Value</u> Plan premium. Employee pays 15% of Value Plan premium, plus additional cost associated with Core or Enhanced Plan. <p>Dental Insurance – There are 2 plan levels to choose from:</p> <ul style="list-style-type: none"> • Base Plan - Single coverage at no cost; family coverage employee pays 10% of premium. • Buy-Up Plan - If selected, employee pays the cost of the Base Plan plus the additional costs associated with the Buy-Up Plan.
<p>Health Insurance Waiver</p>	<p>Employees waiving single coverage will receive \$67 per month. Employees waiving family coverage will receive \$100 per month. Payment will be made twice per month (24 of the 26 pay periods).</p>
<p>Retiree Health Insurance Pre-Age 65</p>	<p>Retirees and eligible spouses are entitled to health insurance coverage under the following terms:</p> <ul style="list-style-type: none"> • Hired before 10/1/2014 with 15 or more years of continuous service at the time of retirement – 100% employer contribution of Value premium; • Hired before 10/1/2014 with 5-14 years of continuous service at the time of retirement – 75% employer contribution of Value premium; • Hired on or after 10/1/2014 - 0% employer contribution to health insurance.

Retiree Health Insurance Post-Age 65	<p>Retirees and eligible spouses are entitled to a designated Medicare Wraparound product under the following terms:</p> <ul style="list-style-type: none"> • Hired before 10/1/2014 with 15 or more years of continuous service at the time of retirement – 100% employer contribution of Value premium; • Hired before 10/1/2014 with 5-14 years of continuous service at the time of retirement – 75% employer contribution of Value premium; • Hired on or after 10/1/2014 - 0% employer contribution to health insurance.
Retiree Sick Leave Accrual Benefit	<p>Employees who retire with 10 years of service shall be eligible for the following:</p> <ul style="list-style-type: none"> • Employees who have a minimum of 800 hours of accumulated sick leave as of the date of retirement shall receive \$2,000 cash; • Employees who have a minimum of 1,200 hours of accumulated sick leave as of the date of retirement shall receive \$3,000 cash; • Employees who have a minimum of 1,800 hours of accumulated sick leave shall receive \$5,000 cash.
Retirement	<p>Full-time and RPT employees are required to join the New York State & Local Retirement System (NYSLRS), the statewide pension plan for public employees in NYS.</p>
Work Week	<p>The work week shall be Saturday through Friday.</p>
Pay Period	<p>Employees shall be paid every 2 weeks. All full-time employees shall work a minimum of 80 hours per pay period. All regular part-time employees shall work between 20 and 39 hours per week, constituting 40-78 hours per pay period.</p>
Lunch	<p>At least 1/2 hour lunch, unpaid</p>
Breaks	<p>Employees are eligible to receive a 15 minute paid break per 4 hours worked.</p>
Emergency Call-In Pay	<p>Should an employee be called into work when they are not scheduled, they shall be paid for a minimum of 3 hours. Call-in pay is not incorporated into the scheduled workweek.</p>
Overtime	<p>If an employee works over 40 hours in a predetermined workweek, excluding sick leave and personal leave, they shall receive time and one-half (1.5x) compensatory time for all overtime hours worked. Employees may request in writing monetary payment in lieu of compensatory time off. Written requests must be submitted to Human Resources by the third Monday in January. The election of cash payment shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year.</p>
Flex-Time	<p>Employees may flex their work hours at the discretion and with the approval of their Library Board.</p>

Provisional Employees	Provisionally appointed employees will be eligible for the same benefits and accruals as permanently appointed employees.
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Optional Benefits	
Supplemental Retirement	<p>Employees may opt to participate in the Erie County Deferred Compensation Plan (457(b)). This is a tax-deferred retirement account administered by VALIC (member company of AIG).</p> <p>Representatives from VALIC are made available to staff throughout the year or can be contacted directly; contact information is on the intranet.</p>
Flexible Spending Accounts (FSAs)	<p>Employees are able to enroll in pre-tax deduction FSAs for medical, dependent care, adoption, and parking expenses through P&A Group. Forms for such accounts must be submitted for each calendar year. More information can be found on the intranet.</p>

Regular Part-Time Employees	
RPT employees shall be entitled to receive all benefits provided to full-time employees, subject to the following modifications.	
Leave Accruals	Accruals for vacation, sick, and personal leave shall be pro-rated for RPT employees.
Holiday Pay	<p>RPT employees shall receive 4 hours pay on designated holidays.</p> <p>At the discretion of the Contracting Library Board of Trustees, an RPT employee's work schedule may be adjusted up to 4 hours at another time during the week in which the holiday falls so that the employee will actually receive pay for the number of hours for which they are normally scheduled.</p>
Working on Holidays	RPT employees required to work on a holiday will be paid straight time for every hour actually worked on such a holiday, plus receive 4 hours of compensatory time.

Library Manager benefits are at the discretion of the B&ECPL Board of Trustees. Content is subject to change. Please direct specific questions about wages and benefits to Human Resources.



Benefits Package – Unrepresented Part-Time Staff

Part-time employees not covered by a collective bargaining agreement are not eligible for most benefits. The B&ECPL will follow all applicable federal, state and local laws and statutes as they apply to employment.

Benefits	
Work Week	Part-time employees will be scheduled for not more than 19 hours per week.
Pay Period	Employees shall be paid every 2 weeks.
Lunch	Employees scheduled to work more than 6 hours in a single shift will be provided with a 1/2 hour unpaid lunch.
Breaks	Employees are eligible to receive a 15 minute paid break per 4 hours worked.
Retirement	Part-time employees are eligible to join the New York State & Local Retirement System (NYSLRS), the statewide pension plan for public employees in NYS.

Optional Benefits	
Supplemental Retirement	<p>Employees may opt to participate in the Erie County Deferred Compensation Plan (457(b)). This is a tax-deferred retirement account administered by VALIC (member company of AIG).</p> <p>Representatives from VALIC are made available to staff throughout the year or can be contacted directly; contact information is on the intranet.</p>
Flexible Spending Accounts (FSAs)	<p>Employees are able to enroll in pre-tax deduction FSAs for medical, dependent care, adoption, and parking expenses through P&A Group. Forms for such accounts must be submitted for each calendar year. More information can be found on the intranet.</p>

Benefits are at the discretion of the B&ECPL Board of Trustees. Content is subject to change. Please direct any specific questions about wages and benefits to Human Resources.

CMU White Collar - 2024

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

- 1 Clerk typists/Library Clerks
- 3 Library Technology Clerk
- 4 Sr Library Clerks
- 5 Library Assistance/Associates
- 6 Principle Library Clerk

BUFFALO & ERIE COUNTY PUBLIC LIBRARY
PAGE & SR. PAGE HOURLY WAGE RATES
EFFECTIVE DATE: DECEMBER 31, 2023

PAGE and SENIOR PAGE WAGE SCALES
December 31, 2023 - December 30, 2024

PAGE

Step 1

\$15.00

SENIOR PAGE

Step 1

\$16.00

NOTES:

Wage scales reflect rates approved as part of the 2024 Adopted Budget:

Page rates are consistent with mandated increases in the New York State Minimum Wage Law and Sr.
Page rates are budgeted at \$0.50 above the minimum wage.