

AURORA TOWN PUBLIC LIBRARY
550 Main Street, East Aurora, New York 14052
Agenda of the Board
Regular Monthly Meeting
June 27, 2023, 1:00 p.m.

1. Comments from the audience
2. Minutes of the Meetings: May 23, 2023
3. Treasurer's Report: Monthly Financial Statements & Internal Auditor Report: May 2023
4. Director's Report: May 2023
5. Reports of Interest
 - a. ATPL's Annual Discard Sale brought in \$1,812.22 after taxes—\$225.43 more than 2022.
 - b. Leftovers from the Discard Sale were donated to Aurora Senior Citizens Center, East Aurora Middle School, Aurora Park Nursing Home, Tapestry Charter School, and St. Vincent DePaul. Offers were made to Parkdale Elementary, Holland Reading Center, Wales Community Center, Elma Senior Center, ROC, EA Boys & Girls Club, and Visually Impaired Advancement (previously Olmsted Center for Sight), but they were unable to take donations.
 - c. Friends of the Library Pop-Up Book Sales are scheduled for Saturdays, June 24 (Roycroft Summer Festival), July 28 (Sidewalk Sale), August 26, and September 30 (Roycroft Fall Festival) from 11:00 a.m. – 2:00 p.m.
 - d. Fillable forms to book a class visit and outreach through ATPL have been created and added to <https://www.buffalolib.org/aurora-town-public-library>. There are also, Community Meeting Room Use and Exhibit & Display that are fillable in the same location.
 - e. Other
6. Personnel
 - a. Payroll Report: Pay Period 9
 - b. Board May Enter Executive Session
 - c. Other
7. Old Business
 - a. Long Range Plan
 - b. Library of Things
 - c. Library Storage
 - d. Other
8. New Business
 - a. Patron Suspension, Reinstatement and Appeal Process & Patron Reinstatement Request Form Draft—Needs Review & Board Approval
 - b. Fall Art Walk: September 29, 2023
 - c. Library Hours—Tuesdays
 - d. Division of Sewer Management Project: Contract 95-Cured In Place Pipe Lining
 - e. 2023 Contract
 - f. Wonderbooks
 - g. Other

The next regularly scheduled meeting will take place on September 26, 2023

AURORA TOWN PUBLIC LIBRARY
550 Main Street, East Aurora, New York 14052
Board Minutes for the May 23, 2023 Meeting

Present: Martha Buyer, Kara Spencer-Ching, Elaine Chow, Sashi Racho, Adam Zaremski, and Aurora Town Public Library Director, Paula M. A. Klocek.

President Kara Spencer-Ching called the meeting to order at 1 p.m.

1. There were no comments from the audience.

2. A motion (MB, EC) was made to approve the Minutes of the April 25, 2023 meeting and it was carried by a voice vote.

3. A motion (AZ, MB) to approve the Treasurer's Report: Monthly Financial Statements & Internal Auditor Report for April 2023 was carried by a voice vote.

4. Director's Report: April 2023

Klocek noted that the wife of Al Fontanese was contacted following donations to the library in his memory to inform her of how the money was used to support ATPL through new book purchases.

Klocek also answered questions regarding auto renewal statistics and foot traffic to the library.

Some discussion was held about seeing if ATPL could be open during the Fall ArtWalk. Chow thought it would be a good way to get people into the library and share art from an exhibit with the community. Klocek said she would look into the matter.

A motion (EC, MB) was made to approve the Director's Report from April 2023 and it was carried by a voice vote.

5. Reports of Interest

a. A checkout history option is now available that has long been awaited by patrons. In order to take advantage of this new feature, patrons will need to opt-in first.

b. Other

Klocek noted that she will be meeting with Aurora Town Supervisor James Bach and Councilman Charles "Chuck" Snyder regarding ongoing expansion discussions for the library building, as well as storage of books for Friends of ATPL.

6. Personnel

a. Payroll Report: Pay Period 7

Spencer-Ching asked about payroll fund balance. Klocek said there had been turnover and there was a vacant position within the library. She said staff are utilized based on need at the library.

b. The board saw no reason to enter into an executive session.

7. Old Business

a. Long Range Plan

The board continued to look at the draft comments from prior meetings. Spencer-Ching said she would like to look at the mission statement and vision from Central and compare it to ATPL. This was done and some differences were noted.

Racho asked if there is a way to see how ATPL is living up to the Long Range Plan over time, and Spencer-Ching added that she would like to have something measurable to review.

Klocek said she did not see any issue in reaching the goals outlined in the Long Range Plan. She said she uses it as a roadmap every year when training new hires, evaluating staff, or planning her agenda.

Spencer-Ching noted that she would like to see if updates could be made to the community report to better inform the community about what is happening, Klocek asked for suggestions that could be made to future

reports.

Spencer-Ching asked the board to look over the latest draft and its changes and see if anything else should be done or discussed during the June meeting.

b. Klocek gave a brief statement about the NY State FY 2024 (2023-24) Budget - B&ECPL 2023 Budget Impact, noting it does not change from the current fiscal year.

c. Other

Buyer shared a report that involved the library of things. She said an out-of-state library reported to her that magnetic toy tiles for children are a popular item and thought it might be good to obtain for ATPL. Klocek said the children's librarian thought they would work well in future programming.

Racho asked where the money would come from to purchase the items and Klocek said from the line called Volker funds.

Klocek said ATPL will also soon have sporting equipment that can be checked out. It is coming from the Ralph C. Wilson, Jr. Foundation. She was still waiting on those items. Also, Buffalo Chess donated travel size chess boards that could will into circulation in the near future.

8. New Business

a. Claims Audit Policy Review

A discussion was had about whether this was appropriate to have or if the board would ever need a person to fill this roll. Racho said she thought there were many controls already in place and did not see a need for this unless ATPL were to undertake a large project, such as a construction expansion. Buyer agreed, saying the policy stipulated the board "may" get a person to fill this role, and does not have to get one.

A motion was made (AZ, MB) to approve the claims audit policy as written and it was carried by a voice vote.

b. Fontanese Folts Aubrecht Ernst Architects Proposed Floor Plans

Board members reviewed initial concepts for possible floor plan changes to ATPL as provided by the above architect firm. The firm has provided this service to ATPL for free and met with Klocek in the past to design ideas based on her recommendations. She said she would be sharing this with Aurora Town Supervisor James Bach and Councilman Charles Snyder.

c. ACT Workshop: May 20, 2023 @ 8:30 a.m.

Spencer-Ching said she thought the meeting went very well, and Buyer said she thought the discussion at the end of the meeting went well.

d. Other

The next regularly scheduled meeting will take place on June 27, 2023 at 1:00 p.m.

A motion was made (EC, MB) to close the meeting at 2:15 pm and it was approved by a voice vote.

Respectfully submitted,
Adam Zaremski
Secretary

**AURORA TOWN PUBLIC LIBRARY
LOCAL CHECKING ACCOUNT**

Treasurer's Report

31-May-23

Beginning Balance:	1-May-23		\$31,185.64
Plus Receipts/Deposits		Total:	\$2,417.37
Less Checks/Debits		Total:	\$414.12
Ending Balance:	31-May-23		\$33,188.89

Transaction Details

Receipts:

Alice Askew Donation	\$200.00
I Love Lucy Raffle Proceeds	\$212.00
Discard Book Sale deposit	\$890.00
Discard Book Sale deposit	\$479.50
Discard Book Sale deposit	\$400.00
Discard Book Sale deposit	\$216.50
Amazon Smile Donation	\$7.75
Amazon Smile Donation	\$11.62
	Total: \$2,417.37

DISBURSEMENTS:

B&ECPL (A.C.T. Workshop for Board)	\$90.00
ODP Business Solutions (Office Supplies)	\$150.34
NY State Sales Tax (Discard Book Sale)	\$173.78
	Total: \$414.12

Volker Funds

Balance Forward	1-May-23	\$2,132.25
Receipts:	None	\$0.00
Disbursements:	None	\$0.00
Balance	31-May-23	<u>\$2,132.25</u>

Internal Auditor's Report Elaine Chow

Voucher#	Amount	Approved	Check #	Reason
L92	\$90.00	5/15/2023	1049	B&ECPL (A.C.T. Workshop for Board)
L93	\$150.34	5/15/2023	1050	ODP Business Solutions (Cash box, whiteout tape, folders, cups, toner cartridge)
L94	\$173.78		1051	NY State Sales Tax (Discard Book Sale)
Friends Ongoing Book Sale MAY \$ 305.75				YTD \$1633.75
Contingency Funds		Counted May 15 \$143.20		

Savings Account

Balance Forward	1-May-23	\$50,608.02
Interest Earned		\$0.80
Balance	31-May-23	\$50,608.82

CONTRACT MEMBER LIBRARIES - Monthly Financial Report

LIBRARY: AURORA TOWN PUBLIC LIBRARY

MONTH: MAY

SAP Acct.	Description	Adopted Budget	Budget Transfers	Year-to-Date Expenditures	Available Budget	Projected Utilization at 12/31	Projected Variance at 12/31	Comments
500000	Salaries - Full-time	0	0	0	0		0	
502000	Fringe Benefits	0	0	0	0		0	
Utility Charges:								
515000	Water	550	0	94	456	550	0	
515000	Sewer	1,000	(250)	750	0	750	0	
515000	Telephone - Maintenance	500	0	0	500	500	0	
510200	Dues and Fees	20	0	20	0	20	0	
545000	Rental Charges	0	0	0	0		0	
506200	Repairs & Maintenance Chgs.	2,150	250	1,075	1,325	2,400	0	
555050	Insurance Charges	0	0	0	0		0	
510000	Travel & Mileage Expenses	200	0	24	176	200	0	
530000	Other Expenses & Charges	600	0	0	600	600	0	
530000	Contingency (Bullet Aid)	0	0	0	0		0	
TOTAL EXPENSES		5,020	0	1,963	3,057	5,020	0	

DIRECT LOCAL INCOME	Adopted Budget	Budget Revisions	Y-T-D Revenues	To Be Realized	Projected Revenues	Projected Variance	Comments
Fines, Lost Books, etc.	50	100	73	77	175	25	
Copy Machines	500	0	82	418	197	(303)	
Print Cost Recovery	1,700	0	367	1,333	881	(819)	
Other Income	100	(100)	0	0	0	0	Recorded Under Fines
State Funding	0	0	0	0	0	0	
Municipal Support	0	0	0	0	0	0	
Donations (priv. persons/foundations)	0	0	0	0	0	0	
Fundraising (events/booksales)	0	0	0	0	0	0	
Interest Income	0	0	0	0	0	0	
Misc Income	0	0	0	0	0	0	
Use of Fund Balance	0	0	0	0	0	0	
TOTAL DIRECT INCOME	2,350	0	522	1,828	1,253	(1,097)	

COUNTY CHECKING ACCOUNT

31-May-23

Beginning Balance:	1-May-23		\$9,465.00
Plus Receipts/Deposits		Total:	\$312.55
Less Checks/Debits		Total:	\$247.13
Ending Balance:	31-May-23		\$9,530.42

Transaction Details

Receipts:

Fines		\$190.90
Fines		\$83.40
Copier		\$38.25
	Total:	\$312.55

Disbursements:

Dennis Desmond (Janitorial Supply Reimbursement)		\$145.80
Cardio Partners (Adult electrode)		\$41.37
Dennis Desmond (Janitorial Supply Reimbursement)		\$59.96
	Total:	\$247.13

Internal Auditor's Report

Elaine Chow, Internal Auditor

Voucher#	Amount	Approved	Check #	Reason
C137	\$145.80	5/23/2023	5895	Dennis Desmond (Janitorial Supply Reimbursement)
C138	\$41.37	5/23/2023	5896	Cardio Partners (Adult Electrode Cartridge - AED)
C139	\$59.96	5/23/2023	5897	Dennis Desmond (Janitorial Supply Reimbursement)

**AURORA TOWN PUBLIC LIBRARY
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716-652-4440/fax 716-655-5875**

**DIRECTOR'S REPORT
May 2023**

CIRCULATION	Total-month	Average/day	Average/hour	YTD Total
2023	13,425*	516.4	70.65	67,795**
2022	11,895	475.8	60.3	43,867
2021	7,049	352.45	50.0	32,610
2020	58	N/A	N/A	30,134

40.9**% (5,487) via self-checkout

43.8%** (29,669) via self-checkout YTD

Note: Circulation for the contracting libraries was 7.8% this month over last year (EAU was 12.9%) and 6.5% over YTD (EAU was 54.5%). Original checkouts at EAU are 7,033 for this month. Original checkouts at EAU are at 36,197 YTD. Original checkouts do not include auto-renewals. Original circulations are truly down -47.6% over month 2022 and down -46.6% YTD.

Library of Things	2023
Monthly	5
Year-to-date	31

Chromebook Kits	1
Hotspots	8

SYSTEM e-BRANCH	Month 2023	Month 2022	Change	YTD 2023	YTD 2022	Change
Online Renewals	595	830	-28.3%	3,247	248,092	-98.7%
Interlibrary Loans	1,301	1,117	16.5%	6,436	5,738	12.2%
eAudiobooks	58,610	45,628	28.5%	281,813	218,115	29.2%
eVideos	721	70	930.0%	3,426	357	859.7%
eBooks	82,871	73,783	12.3%	421,195	377,032	11.7%
eMusic	226	0	N/A	1,097	0	N/A
eMagazines	6,825	0	N/A	35,147	0	N/A

YEAR	2023	2022	2021	2020
DAYS/HOURS OPEN	26/190	25/197	20/172	0/0

DAYS CLOSED: 5/29, Memorial Day

COMPUTER USE	2023	2022	% Change
Monthly	347	351	-1.1%
Year-to-date	1,858	1,525	21.8%

Note: Computer use for the contracting libraries was 6.1% this month and 4.6% YTD.

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DIRECTOR'S REPORT

May 2023

WIFI USE	2023	2022	% Change
Monthly	2,105	2,185	-3.7%
Year-to-date	8,301	9,497	-12.6%

Note: Wifi use for the contracting libraries was 16.3% this month and 7.4% YTD.

NEW LIBRARY CARD MEMBERSHIP	Total-month	YTD
Adults	11	93
Children	7	46

PATRON COUNTER	2023	2022	% Change
Monthly	5,332	4,532	17.7%
Year-to-date	24,935	22,488	10.9%

Note: Door counts for the contracting libraries were 16.2% this month and 11.2% YTD.

Programs Name / Number of Sessions / Sponsor	Age group	Attendance
Unwind & Design Greeting Card (27) (Friends)	Adult or 19+	27
Aurora Book Club	Adult or 19+	10
Read to a Dog (SPCA) (3)	All Ages	11
After School Reading Club	6-11 yrs.	4
Outreach: EA Preschool	0-5 yrs.	23
Tutor (2)	0-11 yrs.	2
Tutor (37)	12-18 yrs.	37

Friends Ongoing Book Sale	Month	YTD
Dollar Amount (Pre-Tax)	\$305.75	\$1,633.75

Display Case: East Aurora Art Society: Spring Show

Community Room Exhibits: East Aurora Art Society: Spring Show & Discard Sale

Building Condition: Requested repair of the automatic door button and mulch be spread in front gardens. Also requested the concrete on the wheelchair ramp be repaired.

Meeting Room Uses: 8

Professional Development/Meetings

Canva: Docs & Presentations—Tech-Talk, 5/10/2023

ACT Workshop—B&ECPL, 5/20/2023

Sustainable Library Certification Program Information—NYLA, 5/23/2023

CML Directors—Virtual, 6/5/2023

Excel Basics—Techknowlab—6/5/2023 (Dennis Desmond)

Kantola Training Complete by 6/15/2023 (All Staff)

Technology Training Complete by 6/21/2023 (All Staff)

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DIRECTOR'S REPORT
May 2023

Programs: June 2023

Book a Technology Trainer - Adults, 19+ - June 5 @ 10:00 a.m., 11:00 a.m., & 1:00 p.m. -One-on-One Appointments are 45 minutes long

Unwind & Design To-Go Kit: Patriotic Wreath - Adults 19+ - Wednesday, June 7 - Participants will be called to pick-up their take-home kit on the date of the program.

Roycroft Chamber Music Festival Concert - All Ages - June 12 @ 6:30 p.m.

Andrea Peach: Backyard Chickens in the Village: Commonly Asked Questions -Adults, 19+ - June 8 @ 6:30 p.m.

Andrea Peach: Raising and Protecting your Chickens - Adults, 19+ - June 15 @ 6:30 p.m.

Programs: July 2023

Rock Out with the Library: Teen Summer Book Bag - Teens, 12-18 - Reading Questionnaire Must Be Completed by July 1 - Pickup Bags July 10 During Regular Library Hours (QR Code to Survey Provided After Registration)

All Together Now Collaborative Artwork and Raffle - Children, All Ages - July 5- August 9 during open hours.

Read It & Keep It: Summer Reading Incentive Program - Children of all ages- Read and redeem your completed Log- July 5 - August 12

Anything Can Happen Day - Children, 6-11 - Wednesdays, 7/5, 7/12, 7/19, 7/26, 8/2 @ 11:00 a.m.

Aurora Book Club - Adults, 19+ - July 6 @ 6:30 p.m.

Crafternoons - Children, various ages - Thursdays, 7/6, 7/13, 7/20, 7/27, 8/3 @ 2:30 p.m.

Feelings Rock - Children, Birth - 5 years with Caregivers- July 8 or August 1 @ 11:00 a.m.

Fitness Fridays: BAM—Balance & Mobility - Seniors, 55+ - Fridays, July 7 through August 11 @ 2:00 p.m.

Read to a Dog - Children and their Families, All Ages - July 8 @ 11:00 a.m., 11:20 a.m., 11:40 a.m.

Book a Technology Trainer - Adults, 19+ - July 10 @ 10:00 a.m., 11:00 a.m., & 1:00 p.m. -One-on-One Appointments are 45 minutes long

"All Together Now" Library Garden Sculpture - All Ages (under 12 w/ guardian) - July 10 @ 6:30 p.m. and July 15 @ 10:30 a.m.

Mike Randall & Friends - All Ages- July 13 @ 6:30 p.m.

Maker Mondays: "Monster Mayhem" - Children, 6 -11- July 17 or July 24 @ 3:30 p.m.

Stitch Buffalo Workshop - Children, 6-11- July 25 @ 2:00 p.m.

Cook Up a Story! - Children, 6-11- July 27 @ 1:00 p.m.

Maker Mondays: "Magic Rainbow" - Children, 6-11- July 31 or August 7 @ 3:30 p.m.

Programs: August 2023

Feelings Rock - Children, Birth - 5 years with Caregivers- July 8 or August 1 @ 11:00 a.m.

Four Shillings Short: "Around the World in 30 Instruments" - All Ages - August 3 @ 6:30 p.m.

Read to a Dog - Children and their Families, All Ages - August 5 @ 11:00 a.m., 11:20 a.m., 11:40 a.m.

Maker Mondays: "Magic Rainbow" - Children, 6-11- July 31 or August 7 @ 3:30 p.m.

Happy Talk Song & Sign - Children, Birth-24 months with Caregivers- August 8 @ 10:30 a.m.

Fitness Fridays: BAM—Balance & Mobility - Seniors, 55+ - Fridays, July 7 through August 11 @ 2:00 p.m.

Local Author, MaryJean Zajac: Reason to Run - Adults - August 24 @ 6:30 p.m.

All Together Now Collaborative Artwork and Raffle - Children, All Ages - July 5- August 9 during open hours.

Read It & Keep It: Summer Reading Incentive Program - Children of all ages- Read and redeem your completed Log- July 5 - August 12

Anything Can Happen Day - Children, 6-11 - Wednesdays, 7/5, 7/12, 7/19, 7/26, 8/2 @ 11:00 a.m.

Crafternoons - Children, various ages - Thursdays, 7/6, 7/13, 7/20, 7/27, 8/3 @ 2:30 p.m.

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**DIRECTOR'S REPORT
May 2023**

ATPL Months at a Glance: 2023

Month of 2023	Circulation (Original Checkout)	Patron Count	Computer Use	Wi-Fi
January	13,670 (7,340)	4,534	371	1,509
February	12,943 (7,042)	4,689	377	1,415
March	14,855 (8,160)	5,574	400	1,654
April	12,902 (6,622)	4,806	363	1,618
May	13,425 (7,033)	5,332	347	2,105
June				
July				
August				
September				
October				
November				
December				
YEAR TOTAL				

Out of all B&ECPL locations, ATPL ranks YTD:

12 out of 37 in circulation of materials (11th for month); Original Checkouts: -37.9% under month 2019 & -40.4% under YTD 2019)

13 out of 37 in patron visits (12th for month); -30.4% under month 2019 & -32.3% under YTD 2019

8 out of 37 in WI-FI (4th for month +12.8% over month 2019 & +8.4% over YTD 2019

20 out of 37 in computer use (21st for month); -50.6% under month 2019 & -47.2% under YTD 2019

Month of 2019	Circulation	Patron Count	Computer Use	Wi-Fi
January	11,994	6,410	648	1,455
February	12,674	7,028	646	1,162
March	12,663	8,011	762	1,662
April	12,114	7,707	766	1,515
May	11,332	7,658	703	1,866
June	11,042	7,195	676	1,727
July	14,402	8,477	702	1,561
August	13,167	8,245	819	1,641
September	10,642	7,043	707	1,742
October	11,498	7,940	826	1,777
November	10,423	6,719	677	1,679
December	9,512	5,887	646	1,432
YEAR TOTAL	141,463	88,320	8,578	19,219

2023 Aurora Payroll Report_PP9



As of Pay Period 9

FT PERSONNEL			
Title	YTD Expensed	Budgeted	Remaining
Library Director I	21,926.72	63,852.00	41,925.28
Librarian I	17,391.23	64,946.00	47,554.77
Senior Library Clerk	15,963.27	39,965.00	24,001.73
FT Totals	33,354.50	104,911.00	71,556.50

PT PERSONNEL			
Title	YTD Expensed	Budgeted	Remaining
Caretaker PT	5,802.89	14,345.00	8,542.11
Cleaner PT	3,602.72	9,599.00	5,996.28
Clerk Typist PT	9,438.20	28,656.00	19,217.80
Librarian I PT	7,380.60	29,655.00	22,274.40
Page PT	3,616.52	20,676.00	17,059.48
Senior Page	15,471.88	59,281.00	43,809.12
PT Totals	45,312.81	162,212.00	116,899.19

TOTAL COMBINED			
	YTD Expensed	Budgeted	Remaining
Caretaker PT	5,802.89	14,345.00	8,542.11
Cleaner	3,602.72	9,599.00	5,996.28
Clerk Typists	9,438.20	28,656.00	19,217.80
Librarian I'S	24,771.83	94,601.00	69,829.17
Library Director I	21,926.72	63,852.00	41,925.28
Senior Library Clerk	15,963.27	39,965.00	24,001.73
Pages	3,616.52	20,676.00	17,059.48
Senior Pages	15,471.88	59,281.00	43,809.12
Contractual Reserve		19,098.00	19,098.00
Combined Totals	100,594.03	350,073.00	249,478.97

ANNUAL BUDGET	\$ 350,073.00
PROJECTED ANNUAL BUDGET SPENT	\$ 278,387.01
PROJECTED ENDING BALANCE	\$ 71,685.99

Long Range Plan of Service: January 2024-December 2028 DRAFT

MISSION STATEMENT

The Aurora Town Public Library exists to serve our community with the best library resources available to enrich, enlighten, and entertain.

VISION

Provide open, equal, and free access to information, as defined by the American Library Association's Library Bill of Rights.

Goal I: Foster an inclusive, relevant, and safe public space for the whole community.

- A. Protect and provide free and equitable access to information and ideas, resisting censorship and restrictions.
- B. Ensure an assortment of quality programs, services, and collections are presented by listening to patron feedback and monitoring statistics.
- C. Regularly assess the library grounds, building, furnishings, and configurations for improvements, following the New York State minimum standards of services according to Section 90.2 of the Commissioner of Education.
- D. Review and update library policies at least once every five years or earlier if required by law.

Goal II: Promote a literate, educated, and cultured citizenry.

- A. Facilitate access to the local library collection, other library catalogs, as well as to library databases and other online resources.
- B. Develop a collection of materials and a variety of programs to meet the information, educational, and recreational needs of the community in accordance with the B&ECPL Collection Development Policy.
- C. Highlight parts of the collection through displays pertaining to timely and significant topics of interest and educational value.

Goal III: Place technology and digital literacy at the forefront.

- A. Present education classes to improve technology and digital literacy of the public.
- B. Provide current equipment, emerging technology, internet connectivity, to address community needs and access to information.
- C. Library staff will be provided with annual technology training, appropriate to their position.

Goal IV: Encourage public participation by inspiring curiosity about the library.

- A. Involve youth and their families through programming, outreach, and class visits with their local public library by partnering with youth-focused community organizations as well as public and private schools.
- B. Build mutually beneficial relationships and partnerships with educational, cultural, and community organizations.
- C. Welcome community feedback and participation through surveys and focus groups to shape future library services, programs, materials, and resources.

Goal V: Grow membership and advocacy by engaging users and non-users with their library.

- A. Increase awareness by advertising services, programs, resources, and materials through the library website, social media outlets, press in the newspaper, and outreach at local institutions as well as events.
- B. Provide access to current library information in print and online, promoting the understanding of library services, operations, and governance.
- C. Deliver a board-approved, written annual report to the community on the library's progress in meeting its mission, goals, and objectives.

Goal VI: Obtain adequate funding for operation and enhancement of the library.

- A. Petition elected officials to actively support funding the library's vital role in the community.
- B. Garner grants to modernize as well as enhance the library's offerings and physical plant.
- C. Approach local service organizations and other possible funding sources to underwrite special collections or projects.

Goal VII: Maintain rapport and communication with constituencies.

- A. Communicate with the Town of Aurora Supervisor and Town Board, County Legislature, State Representatives, and B&ECPL Board.
- B. Have trustee representation at all Association of Contracting Library Trustees meetings.
- C. Support the Friends of the Aurora Town Public Library in augmenting the library's activities and needs.

Goal VIII: Seek education opportunities for library board members to best serve as trustees.

- A. Library trustees will complete a minimum of two hours of trustee education annually on the financial oversight, accountability, fiduciary responsibilities or the general powers and duties of a library trustee, abiding by Title I, Article 5, Part 2, section 260-d of the New York State Education Law.

Adopted by the Aurora Town Public Library Board December 19, 2023.

Patron Suspension, Reinstatement and Appeal Process

All patrons of the Aurora Town Public Library (ATPL) are expected to abide by the Rules of Conduct and all ATPL policies. Failure to do so may result in the suspension of Library privileges. It is the responsibility of the suspended patron to initiate the reinstatement process as detailed in this document.

Suspension Procedures:

- If a patron violates an ATPL policy, the Director or Librarian-in-Charge may verbally notify the patron of the reason and ask them to depart the Library facility for the remainder of the day. The patron will be welcome to return on the next open day of business.
- Patrons who refuse to comply with the one-day notification, attempt to return to the facility the same day, or who engage in repeated violations will then have their Library privileges suspended.
- If a more serious violation of an ATPL policy occurs, the patron will have their Library privileges suspended. This includes access to all activities, services, and facilities.
- A patron whose Library privileges are suspended will be verbally notified of the reason for the suspension and given the Notice of Suspension with ATPL's Reinstatement Request and Appeal processes.
- If a patron has been suspended and refuses to leave or returns for any reason other than to schedule a reinstatement meeting, that patron is trespassing.
- The ATPL will call law enforcement and request that any trespassing individuals are removed from the Library facility and the appropriate charges are filed if in violation of law.
- An incident report(s) will be completed; all available evidence will be included and maintained by the Director.

Right of Request for Reinstatement:

It is the responsibility of the suspended patron to initiate the reinstatement process. Individuals may contest a suspension of privileges by submitting a written request for a hearing to the Director of the ATPL within 30 days of the date on the Notice of Suspension.

A patron whose Library privileges have been suspended may request reinstatement by completing the Reinstatement Request Form. The form can be found at: <https://www.buffalolib.org/locations-hours/aurora-town-public-library>

The form can be completed and emailed to eau@buffalolib.org or mailed to:

Director's Office
Aurora Town Public Library
550 Main Street
East Aurora, NY 14052

The Formal Hearing for Reinstatement Guidelines:

1. The Director will appoint the Reinstatement Committee, which shall be composed of 3 members – the Library Director, one Board member, and one staff member. The Library Director will select a chairperson to select a hearing date and advise the patron of the meeting within 10 days of receipt of the written request.
2. The Reinstatement Committee will hear the complainant's presentation and conducts the questioning.
3. The Chair of the Reinstatement Committee decides when the committee has sufficient information and closes the hearing. The Committee may call upon witnesses to testify to specifics about the infractions.
4. Within 10 business days of the hearing date, the Committee will render its decision in writing.
5. Upon receiving the decision from the Reinstatement Committee, the complainant may contest the decision by submitting a written request, within 5 business days, to the Library Director.
6. The Library Director will review the written statements from the complainant and the Reinstatement Committee's decision and render a decision within 15 business days. The decision of the Library Director is final.
7. Suspended patrons whose reinstatement has been denied are welcome to resubmit a request for reinstatement through the process at a later time if they feel personal actions or other circumstances have been remedied or they have addressed the cause of the original suspension.

Adopted by the Aurora Town Public Library Board June 27, 2023.

Patron Reinstatement Request Form

It is the responsibility of the suspended patron to initiate the reinstatement process. To request reinstatement, please complete this form in its entirety.

1. Location (Library) and Date of Incident:

2. Describe the incident that occurred leading to your suspension with as much detail as possible.

3. What could you have done differently?

4. What could library staff have done different?

--

5. Why should your library privileges be reinstated?

--

Contact Information: Reinstatement will not be considered without providing Contact Information

Patron Name	Phone No.
Address	
City	State Zip

Guardian Information (if applicable):

Guardian Name	Phone No.
Address	
City	State Zip

Email to eau@buffalolib.org or mail to: Office of the Director, Aurora Town Public Library, 550 Main Street, East Aurora, NY 14052.



County of Erie

DANIEL CASTLE, AICP
COMMISSIONER

DEPARTMENT OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT

JOSEPH FIEGL, P.E., BCEE
DEPUTY COMMISSIONER

June 12, 2023

Current Resident
550 MAIN ST
East Aurora, NY 14052

Dear Property Owner/Resident,

I am writing to inform you about an upcoming Erie County Department of Environment and Planning, Division of Sewerage Management (ECDSM) project, Contract 95 –Cured In Place Pipe Lining. This project involves rehabilitation of existing sanitary sewers in your area by Cured in Place Pipe Lining (CIPPL), a trenchless technology that does not require any digging. This method involves inverting a resin impregnated flexible fabric tube through the sewerline from the manhole access points, then inflating and curing it in place using steam.

This project is anticipated to begin in the near future. The Contractor will mobilize in two phases: the first of which is to perform a thorough cleaning and inspection of the sewerlines and the second will be the actual installation of the liner. During each phase, the Contractor will need to traverse their trucks and equipment over the sewer line to the manhole access points. Equipment and materials may need to be staged on the street, sidewalk, lawn, in driveways during the work.

You will be notified by the Contractor performing the work in advance of liner installation that directly affects your service. The notification will be in the form of a flyer left at your residence/business. The notification will include: the contractor's contact information, schedule for the work, and instructions to follow day of lining. Typical work hours are expected to be 7:00 am to 4:00 pm but due to the nature of the work and installation methods, there is the potential for longer than normal work hours.

Please email or call one of the numbers listed below if you have any particular questions and /or concerns regarding the project prior to or during construction. Please leave a message and we will return your call as soon as possible.

- ❖ **Send emails to: DSMCIPP@erie.gov**
- ❖ **ECDSM District Manager – Michael Pinto – 716-858-6618 (office)**
- ❖ **ECDSM Assistant District Manager – Alex Fabi – 716-823-5888 ext.231**
- ❖ **24 HR Erie County Emergencies – In case the above-mentioned individuals cannot be reached or in the event of an issue with your sewer service, please contact the Erie County Sewer District No. 3 Operations Office at 716-823-8188.**

Sincerely yours,

Michael Pinto

Michael Pinto
District Manager

Cc: G. Pecak/ N. Wetzl/ 0.3.3.95

W. Strzeszynski

D. Hojnacki

S. Canestrari/ A. Fabi

V:\DSM\Projects\Construction\0195 2022 CIPP Lining Term Contract\Resident Letter\Final Draft Contract 95 Resident Letter.docx



MEMORANDUM

TO: Contracting Library Directors and Managers
FROM: Kenneth H. Stone, Deputy Director - CFO
SUBJECT: 2023 Contracts
DATE: June 15, 2023

A handwritten signature in black ink, appearing to be "K Stone", written over the "FROM" line of the memorandum.

Please find attached two sets of your 2023 contracts which have been signed by the B&ECPL Board Chair along with one full set of the exhibits. Also find attached a copy of Resolution 2023-17 in which the Board of Trustees of the B&ECPL authorizes the Board Chair to execute 2023 contracts. An electronic version of this packet in PDF (without signatures) has been emailed to you so you can distribute to your board electronically for review.

Over the past year, Library administration has worked with the Association of Contracting Library Trustees to review the contract and recommend improvements. The first recommendation, to include a descriptive table of contents (TOC) and plain English heading titles, has been incorporated into the contract. Thank you to all who participated, I hope you find the improvements useful!

Budget figures reflect the 2023 System Board Adopted Budget including adjustments subsequently approved by board resolution.

Other than the TOC and headings; updating dates; updating budget figures for 2023 as noted above; and updating policy based exhibits to their current adopted versions, there are no material changes in the contract documents vs. the 2022 contract.

After your board acts upon the contract, please have both sets of the contract signed, retain one contract set and the full exhibit set for your records. Please return the other signed contract, along with the signed certification page (showing date and vote of your board's action) to my office. They will be effective upon your returning the signed contract.

/ma; Attachments

BOARD OF TRUSTEES
BUFFALO & ERIE COUNTY PUBLIC LIBRARY
MEETING DATE: June 15, 2023

AGENDA ITEM NUMBER: E.2.a.

RESOLUTION: 2023-17
Authorize Chair to Execute 2023
Contracts with Contracting Libraries

BACKGROUND:

During Erie County's 2023 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, 2022, adopted Resolution 2022-48 implementing the extension provision until such time as a final 2023 contract is adopted, not to exceed July 31, 2023. Funding was based upon the allocation contained in the 2023 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 2023 Board-adopted budget including adjustments subsequently approved by board resolution.

Over the past year, Library administration has worked with the Association of Contracting Library Trustees to review the contract and recommend improvements. The first recommendation, to include a descriptive table of contents (TOC) and plain English heading titles, has been incorporated into the contract.

Other than the TOC and headings; updating dates; updating budget figures for 2023 as noted above; and updating policy based exhibits to their current adopted versions, there are no material changes in the contract documents vs. the 2022 contract. This resolution authorizes the Library Board Chairperson to execute 2023 contracts incorporating these items.

ACTION REQUIRED:

Motion to approve Resolution 2023-17.

RESOLUTION 2023-17

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 2023 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 2023 fiscal year on January 1, 2023, and

WHEREAS, to meet 2023 operating expenditure needs of the contracting libraries, the B&ECPL Board of Trustees on December 15, 2022 adopted Resolution 2022-48 implementing the extension provision contained in the 2022 contract until such time as a final 2023 contract is adopted, not to exceed July 31, 2023, whichever was earlier, with budgetary amounts based upon the 2023 Board adopted budget and any subsequent modifications thereof, and

WHEREAS, Erie County's 2023 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 2023 contracts subject to the terms and conditions noted above and with budget figures reflecting the 2023 Board-adopted budget as amended.

Approved unanimously at a meeting of the Board of Trustees
of the Buffalo & Erie County Public Library
on June 15, 2023.

RESOLUTION adopted by the Board of Trustees of the _____ Library at a regular (or special) meeting of said Board of Trustees held at _____ on the _____ day of _____, 2023 at _____ o'clock.

I HEREBY CERTIFY, that at a meeting of the Board of Trustees of the _____ Library, held at _____ on the _____ day of _____, 2023, a resolution was adopted of which the following is a true copy:

RESOLVED, that pursuant to Chapter 768 of the Laws of 1953 of the State of New York, this Board of Trustees does hereby approve the agreement submitted by the Buffalo and Erie County Public Library for the furnishing of free library privileges to the people of the County of Erie, by this Library for the year 2023, and

BE IT FURTHER RESOLVED, that the President of this Board be, and he/she is, hereby authorized and directed to execute the same on behalf of this Board.

Board Secretary

_____ Ayes

_____ Noes

Signature

Print Name

Agreement between

the Buffalo & Erie County Public Library

and

AURORA TOWN PUBLIC LIBRARY, a public library
of the Town of Aurora, County of Erie and
State of New York

2023

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THIS AGREEMENT

Made and entered into this _____ day of _____ 2023
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

AURORA TOWN PUBLIC LIBRARY, a public library
of the Town of Aurora, 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 27th day of June
1969 and said Public Library was duly registered with the Board of Regents of the
State of New York on the 27th day of June 1969; and

WHEREAS, the Public Library is now furnishing library privileges to the
people of the County of Erie, New York in calendar year 2023 (hereafter referred to
as the "current year"), pursuant to the contract extension provision contained in
section TWENTY-SIXTH of the calendar year 2022 (hereafter referred to as the "prior
year") contract with the B&ECPL which was implemented via Resolution 2022-47
dated the 15th day of December 2022; 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:

I. LIBRARY PRIVILEGES

The Public Library will furnish free library privileges to the people of the County of Erie during the term of this agreement.

II. 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 F. Rules and regulations implementing the Circulation Policy have been made available via the B&ECPL's website and/or Staff Intranet to the Public Library and Public Library acknowledges it has reviewed the same. Whenever a change in said rules and regulations is made, it will be done in consultation with the Public Library and a copy of such changes will be made available to the Public Library via the B&ECPL's website and/or Staff Intranet.

III. 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.

IV. 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 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.

V. REQUISITION AND FURNISHING OF MATERIALS, EQUIPMENT AND SUPPLIES

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. The B&ECPL shall furnish to 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. 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. 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. 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.

VI. LOAN AND USE OF MATERIALS WITHIN B&ECPL SYSTEM

The printed books, pamphlets and other documents constituting the circulating 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.

VII. ANNUAL BUDGET REQUEST

The Public Library submitted budget requests and answered questions as needed by B&ECPL in developing, in an extremely compressed timeframe, 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.

VIII. ANNUAL BUDGET ALLOCATION

The B&ECPL has examined the itemized budget request as recited in Paragraph Seventh of this agreement, and has approved the same with modifications and the B&ECPL has included said Public Library's budget request in the B&ECPL's operating budget request for the current year in the sum of \$31,491,387.

A. 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 \$28,285,362 from the Library Property Tax. On December 15, 2022, the B&ECPL adopted its current year operating budget of \$31,491,387, which includes the above noted Library Property Tax allocation, anticipated New York State aid and other library revenue.

B. Contract Extension

Due to Erie County's current year allocation not being finalized until the preceding December 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 15, 2022, approved Resolution 2022-48, implementing the contract extension provision contained in section TWENTY-SIXTH of the 2022 contract into the current year until replaced by this agreement, said replacement to be no later than July 31, 2023. This agreement, including the sums for the Public Library as shown in Exhibit A, which is affixed to this agreement, replaces the 2022 contract as extended.

C. Request for Additional Funds

Situations may occasionally arise where the B&ECPL desires to provide additional funds to the Public Library, such as to address unforeseeable circumstances or 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. 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 2022 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. All other provisions of this agreement shall remain in full force and effect.

D. Local Library Services Aid

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.

IX. PAYMENT OF OPERATING EXPENSES

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.

A. Centralized Human Resources

As the Public Library participates in the Centralized Human Resources ("CHR") program, the personnel expense budget that will be 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 is shown in the "System Paid" column of Exhibit A. For said Public Library, the "Contract Library Direct" column of Exhibit A details the remaining revenues and expenditures to be collected and expended directly by the Public Library.

Regardless of whether the Public Library does or does not participate in the CHR Program, the "System Paid" column of Exhibit A details sums allocated within B&ECPL budget accounts to support costs associated with the operations of the Public Library but incurred and paid by the B&ECPL.

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. The current year budget amounts for these accounts are:

Account Title	Current Year "System Paid" Budget Column
SALARIES & WAGES, FULL TIME	168,763
WAGES, REGULAR PART-TIME	0
WAGES, PART TIME	162,212
CONTRACTUAL SALARY RESERVE	19,098
EMPLOYER FICA TOTAL	25,318
EMPLOYEE HEALTH INSURANCE	33,443
DENTAL PLAN	636
HEALTH INSURANCE WAIVER	0
NYS RETIREMENT	23,160
DISABILITY	0
NATURAL GAS	6,532
ELECTRICITY	11,654
TOTAL OF THE ABOVE ACCOUNTS	\$450,816

B. Support from Fundraising, Donations and Municipalities

Where the Public Library has directly received or reasonably expects to directly receive proceeds from fundraising, donations, and/or municipal support, the Public Library should provide an estimate of said proceeds and the expenditures they would support to be included in the "Contract Library Direct" column of Exhibit A. Supported expenditures so listed would include the accounts that can be impacted by services supported by fundraising, donations, and/or municipal support received directly by the Public Library as listed in this section, showing that estimated funding is available to reimburse the B&ECPL for the associated additional expense.

Expenditures from these accounts will be monitored by the B&ECPL during the year and periodically reported to the Public Library. These reports will include a projection of annual current year expenditures for each individual account and a projected total for these accounts.

Should the projected total for these accounts exceed the current year "System Paid" Budget Total for these accounts, the B&ECPL shall invoice the Public Library for the pro-rated share (as of the date of the projection) of the amount estimated to exceed the "System Paid" Budget. Should the projected excess continue in subsequent periods, additional pro-rated invoices shall be sent to the Public Library. Each such report and invoice shall be transmitted to the Public Library in person, via email or via U.S. Mail.

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. 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.

C. 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.

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 paragraph TWELFTH of this agreement.

D. 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 1st, April 1st, July 1st and October 1st 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.

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. 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.

E. Retirement System Contribution

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.

F. Opting out of CHR

As the Public Library is participating in the CHR program, 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. 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. 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 section TWENTY-FIFTH of this agreement. Upon receipt of confirmed delivery of said notice, 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.

X. **ADDITIONAL INCOME**

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.

XI. 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.

XII. UNENCUMBERED FUNDS

Except as provided in section TENTH, 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 year following the current year.

XIII. ACCESS TO RECORDS

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.

XIV. 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.

XV. FILLING FULL-TIME AND REGULAR PART-TIME POSITIONS

A. 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. 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. 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.

B. Salary Rules

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. However, 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. 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. The salary range for all grades are attached to and made a part of this contract and marked Exhibit B. The Public Library shall adhere to the salary scale contained in said Exhibit B unless permitted to depart therefrom by the B&ECPL. The Public Library shall establish its pay periods on a semi-monthly schedule. In a year when an additional day(s) of compensation is required to maintain salary equity with B&ECPL employees, funds for such additional day(s) shall be made a part of the Public Library budget. However, if the Public Library is participating in the CHR program, said Public Library employees shall be paid pursuant to the salary scale contained in Exhibit B on the identical biweekly schedule as B&ECPL employees, thereby maintaining salary equity.

XVI. 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, attached as Exhibit G. Should the policy be updated during the course of this agreement said updates will be made available via the B&ECPL's website and/or Intranet.

XVII. COLLECTIVE BARGAINING

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"). The Public Library further agrees that it is bound by all the terms and conditions stated in Exhibit D for those employees not represented by the Librarians Association or CMU. The Public Library further agrees that it is bound by all the terms and conditions of the Volunteer Policy as stated in Exhibit E.

XVIII. 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.

XIX. 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.

XX. 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.).

XXI. 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.

XXII. OPEN HOURS

The Public Library will submit to be affixed to this agreement as Exhibit C 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 C. 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 C without the written consent of the B&ECPL.

A. Budgeting for Open Hours

The Public Library agrees to monitor and manage its budget in such a manner as to provide the open hours as stated in Exhibit C 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 flood/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.

B. 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 C 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 C. 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.

XXIII. 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 and made available via the B&ECPL's website and/or Staff Intranet. Said rules and regulations include the B&ECPL's Internet Safety and Acceptable Use Policy, the current version as of the date this contract is executed is attached as Exhibit H. Should the policy, rules or regulations be updated during the course of this agreement said updates will be made available via the B&ECPL's website and/or Intranet. 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. 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.

XXIV. 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 a 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.

XXV. REVIEW BY ERIE COUNTY FISCAL STABILITY AUTHORITY

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)(c) 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.

XXVI. TERM

THIS AGREEMENT shall continue in force for the remainder of the current year. Additionally, for the next fiscal year beginning January 1, 2024 (hereafter 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. 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 fiscal year.

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, 2024.

Quarterly contract payments shall be distributed in the same manner as described in paragraph NINTH of this contract 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. The Public Library shall adhere to the salary scale contained in said Exhibit B for the current year, unless permitted to depart therefrom by the B&ECPL.

Notwithstanding any other provision of this agreement, the Public Library and the B&ECPL may amend Exhibit C of the 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.

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.

THIS AGREEMENT is made and executed pursuant to a resolution of the Board of Trustees of the B&ECPL duly adopted on the 15th day of June 2023 and pursuant to a resolution of the Board of Trustees of the Public Library duly adopted on the _____ day of _____ 2023.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first above written.

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

By _____
Chair, Board of Trustees

AURORA TOWN PUBLIC LIBRARY

By _____
President, Board of Trustees

Approved as to Form:

Counsel for the Buffalo and Erie County
Public Library Board of Trustees

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	As per Res 2022-12			Per Res 2022-47		
	2022	2022 BUDGET	2022	2023	2023 BUDGET	2023
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
PERSONAL SERVICES						
SALARIES & WAGES, FULL TIME	-	162,606	162,606	-	168,763	168,763
WAGES, REGULAR PART-TIME			-			-
WAGES, PART TIME		156,770	156,770		162,212	162,212
OVERTIME (Sunday)			-			-
OTHER (Vacation Buyout)			-			-
TOTAL SALARIES & WAGES	-	319,376	319,376	-	330,975	330,975
REDUCTION FRM PERS. SVCS ACCT		(7,484)	(7,484)			-
CONTRACTUAL SALARY RESERVES			-		19,098	19,098
FRINGE BENEFITS						
EMPLOYER FICA		24,433	24,433		25,318	25,318
EMPLOYEE HEALTH INSURANCE		31,560	31,560		33,443	33,443
DENTAL PLAN		1,174	1,174		636	636
WORKERS COMPENSATION		1,501	1,501		2,186	2,186
UNEMPLOYMENT INSURANCE		757	757		596	596
HOSPITAL & MEDICAL - RETIREES		20,277	20,277		18,985	18,985
HEALTH INSURANCE WAIVER			-			-
RETIREMENT		23,329	23,329		23,160	23,160
TOTAL FRINGE BENEFITS	-	103,031	103,031	-	104,324	104,324
OFFICE SUPPLIES	-	2,518	2,518	-	2,945	2,945
REPAIRS & MAINTENANCE CHARGES						
OTHER SUPPLIES & MATERIALS	1,350	-	1,350	1,500	-	1,500
EQUIPMENT MAINTENANCE	50		50	50		50
REPAIRS & MAINT - MISC SYS	-	2,017	2,017	-	1,901	1,901
TOTAL REPAIRS & MAINTENANCE CHARGES	1,400	2,017	3,417	1,550	1,901	3,451
TRAVEL & MILEAGE EXPENSES	200		200	200		200
DUES & FEES						
MEMBERSHIP & DUES	20	-	20	20	-	20
TRAINING & EDUCATION (NYSALB, etc.)		859	859		904	904
TOTAL DUES & FEES	20	859	879	20	904	924
UTILITY CHARGES						
WATER	500		500	550		550
SEWER	900		900	1,000		1,000
TELECOMMUNICATIONS			-			-
- WIRELESS ACCESS	-		-	-	207	207
- DATA LINES	-	336	336	-	345	345
- INTERNET - Internet access	-	51	51	-	54	54
- EQUIPMENT MAINT	250		250	500		500
- LOCAL AND LD PHONE SERVICE	-	914	914	-	936	936
TELEPHONE SUB-TOTAL	250	1,301	1,551	500	1,542	2,042
TOTAL UTILITY CHARGES	1,650	1,301	2,951	2,050	1,542	3,592
PROFESSIONAL SERVICE CONTRACT & FEES						
ADVERTISING & PROMOTION		2,213	2,213		2,535	2,535
MOVIE LICENSING AGREEMENT		235	235		235	235
OVERDRIVE DOWNLOADABLE LICENSE	-	324	324	-	211	211
SIRSI SOFTWARE MAINTENANCE	-	2,806	2,806	-	2,875	2,875
RFID EQUIPMENT MAINTENANCE		870	870		888	888
COLLECTIONS AGENCY FEES	-	879	879	-		-
EAP SERVICES	-	195	195	-	207	207
ONLINE CATALOG (OCLC)	-	2,655	2,655	-	2,704	2,704
VITEC SOLUTIONS/COMPUTER SUPPORT	-	1,932	1,932	-	2,000	2,000
LEGAL FEES	-	1,566	1,566	-	1,710	1,710
RFID/OCR LABELS		1,180	1,180		169	169
OTHER PRINTED SUPPLIES	-	34	34	-	46	46
CONTRACT PROFESSIONAL SERVICES (DIRECT)			-			-
TOTAL PROFESSIONAL SERVICE CONTRACTS	-	14,889	14,889	-	13,580	13,580

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	As per Res 2022-12			Per Res 2022-47		
	2022	2022 BUDGET	2022	2023	2023 BUDGET	2023
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
MAINTENANCE CONTRACTS						
OTHER SUP & MTLs - CONTRACT	950	-	950	500	-	500
EQUIPMENT CONTRACTS	100		100	100		100
MAINT CONTRACTS - SYS	-	238	238	-	141	141
TOTAL MAINTENANCE CONTRACTS	1,050	238	1,288	600	141	741
OTHER EXPENSES & CHARGES						
LIBRARY MATERIALS PROCESSING SUPPLIES	-	183	183	-	250	250
RFID LABELS (NON-PRINT)	-		-	-	845	845
RESALE ITEMS (BAGS, DISK, HEADPHONES)	-	346	346	-	245	245
LIBRARY CARDS	-	34	34	-		-
DVD REPAIR		53	53		68	68
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	616	1,216	600	1,408	2,008
CONTINGENCY						
MISCELLANEOUS-Additional System Aid			-			-
TOTAL CONTINGENCY	-	-	-	-	-	-
RENTAL CHARGES						
EQUIPMENT			-			-
OTHER	-		-	-		-
TOTAL RENTAL CHARGES	-	-	-	-	-	-
INSURANCE CHARGES						
INSURANCE			-			-
GENERAL LIABILITY INSURANCE - SYS		3,318	3,318		3,305	3,305
TOTAL INSURANCE CHARGES	-	3,318	3,318	-	3,305	3,305
LAB & TECHNICAL EQUIP.		6,038	6,038		1,591	1,591
LIBRARY BOOKS & MEDIA						
Serials (Magazines, Newspapers, Journals, Etc.)	-	3,878	3,878	-	6,707	6,707
On-line Databases (News, Health, Literary, Homework, Business, Etc.)	-	5,180	5,180	-	6,560	6,560
E-Content		46,624	46,624		41,015	41,015
Centrally Ordered Materials	-	33,576	33,576	-	37,748	37,748
Specialized Titles / Individual Orders	-	7,718	7,718	-	10,571	10,571
TOTAL LIBRARY BOOKS & MEDIA	-	96,976	96,976	-	102,601	102,601
INTERFUND UTILITY EXPENDITURES						
NATURAL GAS	-	4,150	4,150	-	6,532	6,532
ELECTRICITY	-	9,272	9,272	-	11,654	11,654
TOTAL INTERFUND UTILITY EXPENDITURES	-	13,422	13,422	-	18,186	18,186
TOTAL INTERFUND EXP - COUNTY		1,983	1,983		2,193	2,193

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: AURORA TOWN PUBLIC LIBRARY

DESCRIPTION	As per Res 2022-12			Per Res 2022-47		
	2022	2022 BUDGET	2022	2023	2023 BUDGET	2023
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
TOTAL OPERATING EXPENSES	4,920	559,098	564,018	5,020	604,694	609,714
REVENUE SOURCES						
COUNTY SHARE		556,199	544,289		603,233	603,233
STATE AID (Member Aid)		-	-		-	-
STATE AID (Pass through System)	1,038	2,899	3,937	2,670	1,461	4,131
SUB-TOTAL: SYSTEM APPROPRIATION	1,038	559,098	548,226	2,670	604,694	607,364
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	1,902	-	1,902	50	-	50
COPY MACHINES	380	-	380	500	-	500
PRINT COST RECOVERY	1,500	-	1,500	1,700	-	1,700
OTHER REVENUES	100	-	100	100	-	100
MUNICIPAL SUPPORT	-	-	-	-	-	-
DONATIONS	-	-	-	-	-	-
FUNDRAISING	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-
USE OF FUND BALANCE	-	-	-	-	-	-
OTHER INCOME	-	-	-	-	-	-
TOTAL DIRECT INCOME	3,882	-	3,882	2,350	-	2,350
TOTAL REVENUE SOURCES	4,920	559,098	552,108	5,020	604,694	609,714

COUNTY SHARE vs OTHER REVENUE						
COUNTY SHARE	-	556,199	544,289	-	603,233	603,233
STATE AID	1,038	2,899	3,937	2,670	1,461	4,131
DIRECT INCOME	3,882	0	3,882	2,350	0	2,350
SUBTOTAL OTHER REVENUE	4,920	2,899	7,819	5,020	1,461	6,481
TOTAL REVENUE	4,920	559,098	552,108	5,020	604,694	609,714

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.

Report: ZTMR_PAYSCALE_REPORT
 System: PRD/100/ZHR_PAYSCALES
 User: VESTE

Payscale Type: Librarians

Erie County
 Pay Scale Report
 Pay Area: 19: Librarians

For: 01/01/2023

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 Date: 05/02/2023
 Time: 12:20:58

	0	1	2	3	4	5	A	B	C	D	E	F
GRP 07		41606	43776	45933	48088	50247	51420	52603	53764	54947	56118	57300
		1600.24	1683.68	1766.64	1849.52	1932.56	1977.68	2023.20	2067.84	2113.36	2158.40	2203.84
		20.003	21.046	22.083	23.119	24.157	24.721	25.290	25.848	26.417	26.980	27.548
GRP 09		48011	50841	53664	56482	59309	60713	62140	63534	64946	66352	67762
		1846.56	1955.44	2064.00	2172.40	2281.12	2335.12	2390.00	2443.60	2497.92	2552.00	2606.24
		23.082	24.443	25.800	27.155	28.514	29.189	29.875	30.545	31.224	31.900	32.578
GRP 10		51538	54617	57693	60763	63852	65395	66920	68461	70002	71535	73072
		1982.24	2100.64	2218.96	2337.04	2455.84	2515.20	2573.84	2633.12	2692.40	2751.36	2810.48
		24.778	26.258	27.737	29.213	30.698	31.440	32.173	32.914	33.655	34.392	35.131
GRP 11		58814	62123	65466	68786	72118	73782	75448	77101	78765	80425	82089
		2262.08	2389.36	2517.92	2645.60	2773.76	2837.76	2901.84	2965.44	3029.44	3093.28	3157.28
		28.276	29.867	31.474	33.070	34.672	35.472	36.273	37.068	37.868	38.666	39.466
GRP 12		62899	66583	70283	73950	77640	79489	81318	83175	85026	86869	88714
		2419.20	2560.88	2703.20	2844.24	2986.16	3057.28	3127.60	3199.04	3270.24	3341.12	3412.08
		30.240	32.011	33.790	35.553	37.327	38.216	39.095	39.988	40.878	41.764	42.651
GRP 13		68665	72688	76748	80793	84812	86848	88866	90906	92941	94979	97011
		2640.96	2795.68	2951.84	3107.44	3262.00	3340.32	3417.92	3496.40	3574.64	3653.04	3731.20
		33.012	34.946	36.898	38.843	40.775	41.754	42.724	43.705	44.683	45.663	46.640
GRP 14		76534	81099	85613	90151	94692	96963	99251	101541	103817	106095	108372
		2943.60	3119.20	3292.80	3467.36	3642.00	3729.36	3817.36	3905.44	3992.96	4080.56	4168.16
		36.795	38.990	41.160	43.342	45.525	46.617	47.717	48.818	49.912	51.007	52.102
GRP 50		72010										
		2769.60										
		34.620										

Report: ZTMR_PAYSACLE_REPORT
 System: PRD/100/ZHR_PAYSABLES
 User: VESTE

Payscale Type: CMU White

Erie County
 Pay Scale Report
 Pay Area: 30: CMU

For: 01/01/2023

Page: 1
 Date: 05/02/2023
 Time: 12:29:24

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	36779	38590	39711	40860	41995	43120	43686	44256	44814	45388	45945
	1414.56	1484.24	1527.36	1571.52	1615.20	1658.48	1680.24	1702.16	1723.60	1745.68	1767.12
	17.682	18.553	19.092	19.644	20.190	20.731	21.003	21.277	21.545	21.821	22.089
GRP 02	37332	39171	40362	41531	42715	43884	44470	45078	45652	46236	46825
	1435.84	1506.56	1552.40	1597.36	1642.88	1687.84	1710.40	1733.76	1755.84	1778.32	1800.96
	17.948	18.832	19.405	19.967	20.536	21.098	21.380	21.672	21.948	22.229	22.512
GRP 03	38405	40312	41552	42792	44021	45286	45904	46542	47154	47778	48395
	1477.12	1550.48	1598.16	1645.84	1693.12	1741.76	1765.52	1790.08	1813.60	1837.60	1861.36
	18.464	19.381	19.977	20.573	21.164	21.772	22.069	22.376	22.670	22.970	23.267
GRP 04	39691	41689	42994	44308	45644	46973	47638	48279	48949	49606	50261
	1526.56	1603.44	1653.60	1704.16	1755.52	1806.64	1832.24	1856.88	1882.64	1907.92	1933.12
	19.082	20.043	20.670	21.302	21.944	22.583	22.903	23.211	23.533	23.849	24.164
GRP 05	41496	43605	45067	46496	47961	49410	50197	50987	51784	52572	53364
	1596.00	1677.12	1733.36	1788.32	1844.64	1900.40	1930.64	1961.04	1991.68	2022.00	2052.48
	19.950	20.964	21.667	22.354	23.058	23.755	24.133	24.513	24.896	25.275	25.656
GRP 06	43950	46209	47938	49650	51357	53094	54101	55103	56085	57092	58090
	1690.40	1777.28	1843.76	1909.60	1975.28	2042.08	2080.80	2119.36	2157.12	2195.84	2234.24
	21.130	22.216	23.047	23.870	24.691	25.526	26.010	26.492	26.964	27.448	27.928
GRP 07	46546	48978	51081	53190	55293	57387	58531	59671	60819	61955	63105
	1790.24	1883.76	1964.64	2045.76	2126.64	2207.20	2251.20	2295.04	2339.20	2382.88	2427.12
	22.378	23.547	24.558	25.572	26.583	27.590	28.140	28.688	29.240	29.786	30.339
GRP 08	49358	51967	54429	56894	59340	61784	63053	64305	65564	66832	68097
	1898.40	1998.72	2093.44	2188.24	2282.32	2376.32	2425.12	2473.28	2521.68	2570.48	2619.12
	23.730	24.984	26.168	27.353	28.529	29.704	30.314	30.916	31.521	32.131	32.739

Report: ZTMR_PAYSCALE_REPORT
 System: PRD/100/ZHR_PAYSCALES
 User: VESTE

Payscale Type: CMU Blue

Erie County
 Pay Scale Report
 Pay Area: 33: AFSCME CMU

For: 01/01/2023

Page: 1
 Date: 05/02/2023
 Time: 12:29:51

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	35793 1376.64 17.208	37708 1450.32 18.129	39148 1505.68 18.821	40583 1560.88 19.511	41546 1597.92 19.974	42503 1634.72 20.434	43102 1657.76 20.722	43695 1680.56 21.007	44289 1703.44 21.293	44886 1726.40 21.580	45481 1749.28 21.866
GRP 02	36379 1399.20 17.490	38353 1475.12 18.439	39836 1532.16 19.152	41319 1589.20 19.865	42305 1627.12 20.339	43297 1665.28 20.816	43921 1689.28 21.116	44558 1713.76 21.422	45169 1737.28 21.716	45797 1761.44 22.018	46421 1785.44 22.318
GRP 03	37507 1442.56 18.032	39587 1522.56 19.032	41147 1582.56 19.782	42704 1642.48 20.531	43742 1682.40 21.030	44782 1722.40 21.530	45438 1747.60 21.845	46118 1773.76 22.172	46765 1798.64 22.483	47422 1823.92 22.799	48079 1849.20 23.115
GRP 04	38463 1479.36 18.492	40664 1564.00 19.550	42320 1627.68 20.346	43971 1691.20 21.140	45072 1733.52 21.669	46170 1775.76 22.197	46867 1802.56 22.532	47551 1828.88 22.861	48258 1856.08 23.201	48955 1882.88 23.536	49648 1909.52 23.869
GRP 05	40377 1552.96 19.412	42767 1644.88 20.561	44562 1713.92 21.424	46355 1782.88 22.286	47551 1828.88 22.861	48747 1874.88 23.436	49583 1907.04 23.838	50419 1939.20 24.240	51260 1971.52 24.644	52094 2003.60 25.045	52926 2035.60 25.445
GRP 06	42971 1652.72 20.659	45733 1758.96 21.987	47805 1838.64 22.983	49874 1918.24 23.978	51260 1971.52 24.644	52641 2024.64 25.308	53710 2065.76 25.822	54773 2106.64 26.333	55817 2146.80 26.835	56869 2187.28 27.341	57926 2227.92 27.849
GRP 07	45716 1758.32 21.979	48996 1884.48 23.556	51455 1979.04 24.738	53920 2073.84 25.923	55559 2136.88 26.711	57198 2199.92 27.499	58411 2246.56 28.082	59615 2292.88 28.661	60819 2339.20 29.240	62032 2385.84 29.823	63249 2432.64 30.408
GRP 08	48697 1872.96 23.412	52451 2017.36 25.217	55266 2125.60 26.570	58082 2233.92 27.924	59960 2306.16 28.827	61838 2378.40 29.730	63180 2430.00 30.375	64513 2481.28 31.016	65851 2532.72 31.659	67180 2583.84 32.298	68528 2635.68 32.946

BUFFALO & ERIE COUNTY PUBLIC LIBRARY
PAGE & SR. PAGE HOURLY WAGE RATES
EFFECTIVE DATE: DECEMBER 31, 2022

PAGE and SENIOR PAGE WAGE SCALES
December 31, 2022 - December 30, 2023

PAGE

Step 1

\$14.20

SENIOR PAGE

Step 1

\$15.20

NOTES:

Wage scales reflect rates approved as part of the 2023 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.

Contract Library Aurora		Branch East Aurora		
2023 Schedule of Public Service Hours				
Winter Hours				
Total hours		48		
Sunday Hours start on:				
Sunday Hours end on:				
	Open	Close	Re-Open	Close
Sunday				
Monday	10	8		
Tuesday	10	6		
Wednesday	10	6		
Thursday	10	8		
Friday	10	5		
Saturday	10	3		
Summer Hours				
Total hours		48		
Summer Hours start on:				
Summer Hours end on:				
	Open	Close	Re-Open	Close
Sunday				
Monday	10	8		
Tuesday	10	6		
Wednesday	10	6		
Thursday	10	8		
Friday	10	5		
Saturday	10	3		



Benefits Package – Library Managers

Benefits	
Holidays	10 paid holidays per year: New Year's Day, Martin Luther King, Jr. Day, Patriot's (President's) Day, Good Friday, Memorial Day, 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; • Sickness, injury or pregnancy in the employee's immediate family requiring care and attendance of the employee. Immediate family

	<p>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;</p> <ul style="list-style-type: none"> • 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 Incentive	Employees who use 1 day or less of sick leave in an anniversary year shall receive an extra sick day on their anniversary date.
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 the following personal leave allowance on their anniversary date:</p> <ul style="list-style-type: none"> • Hired before 10/1/2014: 6 days (48 hours) • Hired on/after 10/1/2014: 4 days (32 hours) <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	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-

	<p>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 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

	<ul style="list-style-type: none"> 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 who is principally responsible for the care of the child, for a period of 6 months after custody of the child is received. <p>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>
Health & Dental Insurance	<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.
Health Insurance Waiver	<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>
Retiree Health Insurance Pre-Age 65	<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>

Library Account Grace Period	After 6 months of service, employees are eligible for a 7 day grace period on their library account. Items returned within a week of their due day will not be assessed late charges.
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Optional Benefits	
Supplemental Retirement	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). Representatives from VALIC are made available to staff throughout the year or can be contacted directly; contact information is on the intranet.
Flexible Spending Accounts (FSAs)	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.

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	RPT employees shall receive 4 hours pay on designated holidays. 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.
Working on Holidays	RPT employees required to work on a holiday will be paid straight time for every hours 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 any 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.
Library Account Grace Period	After 6 months of service, employees are eligible for a 7 day grace period on their library account. Items returned within a week of their due day will not be assessed late charges.
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.



VOLUNTEER PROGRAM POLICY

This policy is a system-wide policy for application to all libraries within the Buffalo & Erie County Public Library System.

I. STATEMENT OF POLICY

The Buffalo & Erie County Public Library System (B&ECPL) is committed to fulfilling its mission through building and strengthening relationships throughout the community, including providing opportunities for direct community participation in library services. Volunteer time, energy and goodwill are invaluable assets to the B&ECPL. Volunteering at a library also offers individuals and groups a way to contribute to their community, fulfill personal goals and achieve a sense of satisfaction. Volunteering for a library in the B&ECPL can be a rewarding and exciting experience for all involved.

The B&ECPL shall accept volunteers without regard to any individual's gender, race, color, national origin, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, 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.

II. USE OF VOLUNTEERS

- A. The B&ECPL will support the effective utilization of volunteers to:
 - 1. Welcome talented and dedicated community members who wish to serve the B&ECPL;
 - 2. Add value to new and existing programs;
 - 3. Promote public awareness of library services;
 - 4. Increase involvement in and support of the B&ECPL by the public; and
 - 5. Connect with the community.
- B. The B&ECPL will not use volunteers to replace or augment its paid staff.
- C. Volunteers shall not be permitted to perform activities that could reveal confidential patron information; including but not limited to use of the B&ECPL circulation/borrower services database (Integrated Library System).

- D. The B&ECPL does not provide volunteers with compensation, medical or health benefits, accident or worker's compensation.

III. VOLUNTEER PROGRAM

A. Becoming a Volunteer

1. Individuals interested in volunteering at the B&ECPL must fill out a *Volunteer Application* and a *Volunteer Liability Waiver and Release* form.
2. Volunteers under the age of 17 must have guardian approval to volunteer. Volunteers under the age of 17 must be overseen by a staff member or an adult volunteer who has successfully completed the volunteer application process.
3. Volunteers will be accepted based on the library's needs. A library may not accept every volunteer application.

B. Volunteer Expectations

1. Volunteers are expected to adhere to any applicable policies and practices regarding schedules, attendance, conduct, performance, safety procedures, proper attire, etc.
 - a. Each volunteer will have a staff member assigned as an on-site supervisor and is required to follow the procedures established by the library where they volunteer.
 - b. The supervisor and/or supervisor's designee is available for guidance and assistance of volunteer activities and is responsible for establishing the volunteer's schedule and tracking volunteer hours.
 - c. Volunteers are expected to keep their supervisor and/or supervisor's designee informed of their projects and service status, and of any schedule changes.
2. Volunteers can be released from volunteer duties at any time at the discretion of the B&ECPL.
3. Volunteers are expected to maintain the confidentiality of all patrons' use and records.

Adopted October 20, 2005.

Amended May 18, 2006.

Reviewed by Policy Committee April 23, 2009 - no changes.

Amended September 17, 2015 per Resolution 2015-27.

Amended March 17, 2016 per Resolution 2016-8.

Amended November 21, 2019 per Resolution 2019-45.

Circulation Policy

This policy is a system-wide policy for application to all libraries within the Buffalo & Erie County Public Library System.

I. INTRODUCTION

This is the Circulation Policy of the Buffalo & Erie County Public Library System (B&ECPL). All B&ECPL Libraries, including any Contract Member, Buffalo Branch, Library Outlet and the Central Library, are required to follow the policies delineated herein.

A. Definitions

Terms that are used in the document are defined below:

1. **Circulation** - Checking out material on a borrower's card for a prescribed loan period or downloading electronic content. Any item listed in the B&ECPL Catalog is subject to all terms of B&ECPL Circulation Policy.
2. **Traditional Library Card** - Cardholder can check out books, music, videos and use a library computer to access the internet. Cardholder can also borrow digital content.
3. **Digital content** - Services available online in a variety of formats, including, but not limited to: downloadable and streaming eBooks, eAudiobooks, eVideos, music, digital magazines, etc.
4. **Blocked** - Library card cannot be used to borrow physical materials.
5. **Barred** - Library cardholder is unable to visit library. All in-library services suspended and cannot borrow physical materials.
6. **Good Standing** - Account of library cardholder is not blocked and cardholder is not barred from visiting library.
7. **Board of Trustees** - The Board of Trustees of the Buffalo & Erie County Public Library.
8. **Administration** - The Director, Deputy Directors, Assistant Deputy Directors and other members of the Administrative Team of the Buffalo & Erie County Public Library.

III. REGISTRATION

A. Eligible Borrowers

Erie County residents and specified non-residents are eligible for borrowing privileges, provided they meet identification requirements as established by the Administration. Some restrictions may apply.

1. All persons who live, work, own property or attend school in Erie County are eligible for borrowing privileges at no charge, except as noted herein.
2. Other residents of New York State are eligible for borrowing privileges at a charge (effective April 18, 2005). "Other" New York State borrower privileges will expire every 12 months.

B. Types of Library Cards

1. **Traditional** – Both in-library and digital content
 - a. **Youth** – 16 and under; parent/guardian permission required
 - b. **Adult** – persons age 17 and older
2. **Student Digital Card** – Limited to digital content; available to children through grade 12 enrolled in Erie County schools

Library cards are further defined by borrower profiles, which identify the quantities and types of material that a borrower may check out or other privileges a library patron may enjoy.

C. Application

Eligible borrowers must complete the appropriate application.

1. Erie County Residents:
 - a. To obtain a traditional library card, the applicant may apply online or appear in person or qualify for a Proxy Application.
 - b. A valid Erie County address and an email address are required to complete the online application.
 - c. Youth must have the consent of parent/legal guardian to obtain a traditional card. Absent consent, a Student Digital Card may be issued.
2. Non-Residents:
 - a. To obtain a traditional library card, the applicant must appear in person or qualify for a Proxy Application and provide required identification and documentation.

- b. To obtain a Student Digital Card, the applicant may apply online and provide a valid address and email address. Proof of enrollment in Erie County school may be requested.

D. Registration Term

Unless otherwise specified, B&ECPL library cards do not expire. Library cardholders are subject to periodic verification of their contact information.

IV. BORROWER PRIVILEGES AND RESPONSIBILITIES

A. General

1. A valid B&ECPL library card will be honored at all B&ECPL locations. A valid library card includes photocopies of the card as well as barcodes on smart devices and mobile apps. Possession of a valid card implies authorized use.
2. The borrower is responsible for all use of the library card and assumes liability for charges incurred for lost, stolen, or damaged items. The borrower is responsible for returning all borrowed items in clean condition, free from insects, pests or other contaminants.
3. Borrowers must immediately report lost or stolen cards to any B&ECPL location. Failure to do so will result in the borrower being held financially responsible for any charges incurred due to lost, stolen, or damaged items.
4. Borrowers are responsible for notifying the B&ECPL of any change of contact information including mailing address, email address or telephone number.

B. Circulation

1. Borrowers may check out material from any B&ECPL location. Unless otherwise specified, the material may be returned to any B&ECPL location.
2. Items may be renewed in accordance with B&ECPL policy provided the borrower's account is in good standing, the items are not overdue and/or are not on a request list.
3. Circulating material is shared on a system-wide basis. The B&ECPL will provide access to any circulating item listed in the B&ECPL Catalog.
4. Most circulating material may be requested from and delivered to the borrower's preferred B&ECPL location.
5. The length of the loan period, number of renewals, special regulations on returns and types and quantities of materials that can be checked out will be determined by B&ECPL System Administration.

C. Youth Accounts

1. The borrower or the parent/legal guardian who has authorized the issuance of a library card by co-signing or consenting online to an application for a youth (16 and under) is responsible for compliance with all B&ECPL rules, all use made of the card and all charges incurred on it.
2. As with all library materials, programs and services, parents/legal guardians have the sole right and responsibility to decide what is appropriate for their child, except as otherwise prohibited by law.

D. Charges

1. The borrower is responsible for all library material checked out on their library card. Pursuant to New York State Education Law Section 265, willful failure to return material may result in civil and criminal penalties.
2. Charges will be assessed for:
 - a. Lost or stolen materials; and
 - b. Any material damaged beyond normal wear and tear.
3. Other charges may include, but are not limited to, charges for missing media cases and returned checks.
4. Charges are also assessed for specified library services or items, including but not limited to, printing, making copies, flash drives, headphones and applicable maker space materials.
5. The B&ECPL will take appropriate action to collect charges, including possible referral to a third party debt recovery service, which will result in the assessment of an additional charge.
6. The B&ECPL partners with a third party debt recovery service to assist with the recovery of outstanding materials and charges. After a prescribed time period with excessive outstanding balances, borrower account information will be transmitted to a third party debt recovery service.
7. Account notifications are available but not a legal requirement. Non-receipt of a notice does not eliminate borrower liability for outstanding materials or charges.

E. Borrower Account Status

It is the borrower's responsibility to ensure their account remains in good standing. Reasons a borrower's account and/or other library privileges may be blocked or barred include, but are not limited to:

1. Failure to return library materials;

2. Accumulating charges on borrower's account that exceed prescribed limits in accordance with B&ECPL procedure;
3. Other abuses of library privileges, including but not limited to inappropriate conduct on library premises or infractions against or attempts to circumvent any B&ECPL policy; or
4. Returning items in damaged or unclean condition, including but not limited to infestation or contamination.

V. CONFIDENTIALITY

Pursuant to applicable New York State laws, library records that contain names or other personally identifying details of users, including but not limited to the circulation of library materials, computer use, interlibrary loan transactions, reference queries, requests for photocopies of library materials, title reserve requests, or the in-house use of library materials, shall be confidential and shall not be disclosed except that such records may be disclosed for the proper operation of the library and shall be disclosed upon request or consent of the user or pursuant to subpoena, court order or where otherwise required by statute.

Access to borrower information is restricted to authorized staff, and, with appropriate identification, to the borrower, custodial parent or legal guardian.

VI. AUTHORIZATION

By adopting this policy, the Board of Trustees authorizes the Administration to develop rules and regulations to implement and enforce it.

Adopted January 18, 2001.

Amended March 17, 2005.

Amended July 21, 2005.

Amended September 16, 2010 per Resolution 2010-33.

Amended December 20, 2012 per Resolution 2012-46. (Administration Revised January 2, 2014: Registration Term – Library cards valid 3 years.)

Amended March 17, 2016 per Resolution 2016-7. (Administration Revised June 2018: Registration Term – Library cards do not expire. Library card holders are subject to periodic verification of the borrower record.)

Amended October 18, 2018 per Resolution 2018-28.

Amended December 17, 2020 per Resolution 2020-43.

Amended April 21, 2022 per Resolution 2022-16.



Equal Employment Opportunity and Anti-Harassment Policy

This policy is a system-wide policy for application to all libraries within the Buffalo & Erie County Public Library System.

This policy is also part of the *Buffalo & Erie County Public Library Personnel Policies and Procedures Manual*.

I. Statement of Policy

The Buffalo & Erie County Public Library (B&ECPL) is committed to maintaining an environment free of discrimination and unlawful harassment.

A. Equal Employment Opportunity

It is the policy of the B&ECPL to provide Equal Employment Opportunity in every aspect of employment to all applicants and employees without regard to gender, race, color, national origin, citizenship or immigration status, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, 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 B&ECPL will take affirmative action as called for by all applicable federal, state and local laws and executive orders to ensure that underrepresented groups are introduced into the workforce and provided promotional opportunities. Employment decisions will be made without regard to unlawful considerations.

B. Unlawful Harassment

The B&ECPL will not tolerate unlawful harassment of its employees by any supervisor, coworker, volunteer, patron, or any other person with whom employees may come into contact during work. Similarly, the B&ECPL will not tolerate its employees engaging in unlawful harassment of co-workers or of non-employees with whom they come into contact during work, including but not limited to job applicants, vendors, contractors, patrons and volunteers.

1. The B&ECPL prohibits all forms of unlawful harassment. Generally, unlawful harassment includes any unwelcome conduct, whether verbal, written, physical or visual, that is based upon a person's gender, race, color, national origin, citizenship or immigration status, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, or any other basis protected by federal, state or local law.

C. Examples of Harassment

1. Offensive comments such as racial or ethnic slurs, jokes, epithets and innuendo;
2. Verbal or physical kidding, teasing or practical jokes based on a person's gender, race, color, national origin, citizenship or immigration status, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, or any other basis protected by federal, state or local law;
3. Harassing conduct based on gender, race, color, national origin, citizenship or immigration status, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, or any other basis protected by federal, state or local law that unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment; or
4. Any action taken because of an individual's gender, race, color, national origin, citizenship or immigration status, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, or any other basis protected by federal, state or local law that alters the terms, conditions and/or privileges of employment.

D. Sexual Harassment – See Sexual Harassment Prevention Policy.

E. Applicability of Policy

1. The prohibition against discrimination and unlawful harassment applies to everyone: managers, supervisors, salaried and hourly employees, temporary employees, volunteers, contractors, trustees, public officials, appointed administrative officers, patrons or any other non-employee.

2. The B&ECPL will not allow unlawful harassment of any kind by anyone. This policy will be reviewed with all staff. It is the responsibility of each supervisor to ensure affirmative implementation of this policy to avoid discrimination, unlawful harassment or retaliation in employment and to report all violations they may become aware of. All employees are expected to be cognizant of this policy and cooperate with its implementation.
3. The B&ECPL has zero tolerance for the types of conduct described in this policy. The B&ECPL may treat instances of inappropriate conduct as a violation of this policy, regardless of the specific wording of this policy or technical definitions in the applicable laws; and the B&ECPL may deal with such conduct with disciplinary action or other forms of corrective action as deemed appropriate. Such conduct may also be treated as a violation of the applicable library's Rules of Conduct.
4. Any harassment based on a protected class violates this policy regardless of whether such harassment would be considered severe or pervasive under legal precedent applied to harassment claims.

II. Procedure

A. Reporting Discrimination, Harassment or Other Violations of This Policy

All employees, volunteers, patrons and other persons utilizing or working in B&ECPL facilities and services are encouraged to promptly report any conduct that they are subject to, or that they witness, which may violate this policy. If the B&ECPL does not know about the discriminatory or harassing conduct, it cannot act.

Prior to making a report, individuals who believe they have been discriminated against or harassed may choose to firmly and promptly notify the offender that his/her behavior is unwelcome. However, the B&ECPL recognizes that such a confrontation may be uncomfortable or even impossible. Therefore, notifying the offender is not required.

To make a report, individuals should follow the steps set forth below:

1. Notify Appropriate Staff
 - a. Employees, supervisors and managers must report any incident of discrimination, retaliation, sexual harassment or other harassment.
 - b. Employees who believe they have been subject to or witnessed conduct which violates this policy should immediately report the incident to their direct supervisor.

- c. If the supervisor is the alleged offender or the employee is uncomfortable reporting the incident of discrimination, harassment or retaliation to the supervisor, the incident should be reported directly to the Department Head or contract Library Director.
- d. In the event that the circumstances of the situation make it inappropriate to report the incident to the individual's supervisor or to their Department Head or contract Library Director, or in the event the individual is not an employee, the incident should be reported directly to the Equality, Diversity and Inclusion Officer at eeo@buffalolib.org.
- e. Supervisors and managers must immediately report any incident or report of discrimination, retaliation, sexual harassment or unlawful harassment even if they are not the target or victim of such harassment to the Equality, Diversity and Inclusion Officer.
- f. In the event that the complaint is against a contract Library Director, the Equality, Diversity and Inclusion Officer will notify the applicable Board President.

2. Promptly Report Complaint

- a. B&ECPL encourages the prompt reporting of complaints so that a rapid response and appropriate action may be taken.
- b. Failure to promptly report a complaint can hinder an effective investigation.
- c. A prompt report not only aids the complainant but also helps to maintain an environment free from discrimination for all.
- d. Reports of harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this policy, and all individuals are encouraged to use this complaint form. Individuals who are reporting harassment on behalf of another person should use the complaint form and note that it is on another person's behalf.

3. Prepare Written Report of Misconduct

- a. An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint of discrimination, retaliation and/or harassment.
- b. Any and all verbal and written reports must be submitted to the Equality, Diversity and Inclusion Officer for investigation.
- c. Upon receipt of a complaint under this policy, the Equality, Diversity and Inclusion Officer will complete a formal written report of the complaint, if not already done by the complainant or their supervisor.
- d. Individuals who believe they have been or are currently being subjected to discrimination, retaliation or harassment should maintain

a record of objectionable conduct in order to prepare effectively for the investigation.

B. Investigating the Complaint

1. Confidentiality

Any allegation of discrimination, retaliation or unlawful harassment received by the Equality, Diversity and Inclusion Officer will be investigated promptly. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

2. Investigation Process

- a. The B&ECPL will investigate thoroughly and quickly any incident of discrimination, retaliation or harassment and will make every effort to take the wishes of the complainant into consideration, keeping the complainant informed as to the status of the investigation.
- b. Depending on the circumstances of the complaint, the Equality, Diversity and Inclusion Officer will determine if the investigation will be completed internally or if it is more appropriate to forward the complaint to a third party for investigation.

C. Corrective Action

1. Employees

The B&ECPL will impose appropriate discipline or other corrective action, depending on the nature and seriousness of the offense, up to and including termination, against any manager, supervisor or employee found to have violated this policy, regardless of whether such conduct is considered under the law to constitute unlawful discrimination or harassment or retaliation.

2. Non-employees

When a patron, volunteer or other person not employed by the B&ECPL is found to have engaged in unlawful harassment, discrimination or retaliation against a B&ECPL employee, the Equality, Diversity and Inclusion Officer will advise the person of the B&ECPL's policy against such conduct, and will take such other actions as are appropriate under the circumstances, up to and including suspension of library privileges.

III. Protection Against Retaliation

The B&ECPL will not, in any way, retaliate against an individual who makes a complaint of discrimination or harassment or against any participant in the investigation; nor will it permit any manager, supervisor or employee to do so. Retaliation is defined as discriminating against an individual because they opposed discrimination and/or harassment; made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing related to prohibited conduct under this policy; or exercised any other legal right protected by federal, state or local law requiring equal opportunity.

Retaliation is a serious violation of this policy and should be reported immediately by following the reporting procedure set forth above. Depending on the nature and seriousness of the offense, the B&ECPL will impose appropriate discipline, up to and including termination, against any manager, supervisor or employee found to have retaliated against another individual for reporting discrimination and/or harassment.

A. Examples of Retaliation:

1. Treating someone who has reported an incident of discrimination and/or harassment or participated in an investigation differently from other individuals (e.g. cold shoulder).
2. Making negative comments or unreasonably disciplining, reducing responsibility, denying a transfer, giving unfavorable evaluations, or scrutinizing the work, etc. of an individual because that individual has reported an incident of discrimination and/or harassment or participated in an investigation.
3. Subjecting an individual to any adverse employment action for reporting an incident of discrimination and/or harassment or participating in an investigation.
4. Encouraging or ordering other staff to retaliate against an individual who has reported an incident of discrimination and/or harassment or participated in an investigation.
5. Engaging in other behavior that can reasonably be construed to be retaliatory.
6. Disclosing an employee's personnel files because they have opposed any practices forbidden under the New York State Human Rights Law ("NYS HRL"), filed a complaint, testified or assisted in any proceeding under NYS HRL, except where the disclosure is made in the course of commencing or responding to a complaint in any proceeding under the NYS HRL or any other civil or criminal action or other judicial or administrative proceeding as permitted by applicable law.

IV. Legal Remedies

Individuals who believe they have been discriminated against, harassed or retaliated against in violation of this policy should first file an internal complaint with the B&ECPL's Equality, Diversity and Inclusion Officer, as described above. If an individual is dissatisfied with the response, they may file a complaint with the Equal Employment Opportunity Commission (EEOC) at (716)551-4441 and/or the New York State Division of Human Rights at (716)847-7632, which are authorized to investigate the allegations in the complaint. Individuals also may contact a private attorney or union representative should they believe they have been subjected to any form of discrimination, harassment or retaliation.

Adopted April 20, 2017 per Resolution 2017-11 (supersedes independently adopted EEO Policy contained in the B&ECPL Employee Handbook and Personnel Policies and Procedures Manual on December 18, 2014 and the Anti-Harassment Policy last amended March 17, 2016). (Administration Revised July 2018 – updated phone number Section II.A.1.d).

Amended December 20, 2018 per Resolution 2018-40.

Amended November 21, 2019 per Resolution 2019-43.

Reviewed by Policy Committee November 19, 2020 – no changes.

Reviewed by Policy Committee November 18, 2021 – no changes.

Amended January 19, 2023 per Resolution 2023-1.



COMPLAINT OF HARASSMENT, DISCRIMINATION, OR RETALIATION

The Buffalo & Erie County Public Library prohibits harassment or discrimination because of gender, race, color, national origin, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, 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 B&ECPL acknowledges its legal and ethical obligation to protect the right of all persons to an environment free from discrimination, harassment, and retaliation. If you believe you have been harassed, discriminated against, or retaliated against in violation of B&ECPL policy, please complete this complaint form.

General Information:

Date:		
Name:		
Address:		
City:	State:	Zip:
Home Phone No.:	Work Phone No.:	
Department:		
Supervisor's Name:		
Supervisor's Phone No.:		

Specific Information about Your Complaint:

1. WHO IS HARASSING YOU, DISCRIMINATING AGAINST YOU, AND/OR RETALIATING AGAINST YOU? (Include name(s) and job title(s))

2. WHAT HAPPENED TO YOU TO PROMPT THIS COMPLAINT? (Be as specific as possible in describing the harassment/discrimination/retaliation. Include names, dates, and locations. Try to describe the “who, what, where, when, why, and how” of the incident(s).)

3. DID ANYONE WITNESS THE INCIDENT(S) DESCRIBED ABOVE? IF SO, STATE THE NAME OF THE INDIVIDUAL WHO WITNESSED EACH INCIDENT.

4. WITH WHOM (if anyone) HAVE YOU DISCUSSED THE INCIDENT(S)?
5. HAVE YOU PREVIOUSLY BEEN SUBJECTED TO HARASSMENT, DISCRIMINATION, OR RETALIATION BY THE INDIVIDUALS IDENTIFIED IN YOUR RESPONSE TO QUESTION 1? IF SO, PLEASE DESCRIBE EACH PRIOR INCIDENT IN DETAIL. (Include names, dates, and locations. Try to describe the “who, what, where, when, why, and how” of the incident(s).)
6. DO YOU HAVE WRITTEN DOCUMENTATION (e.g. cards, letters, text messages, or journals) RELEVANT TO YOUR COMPLAINT? IF SO, DESCRIBE THE DOCUMENT(S).

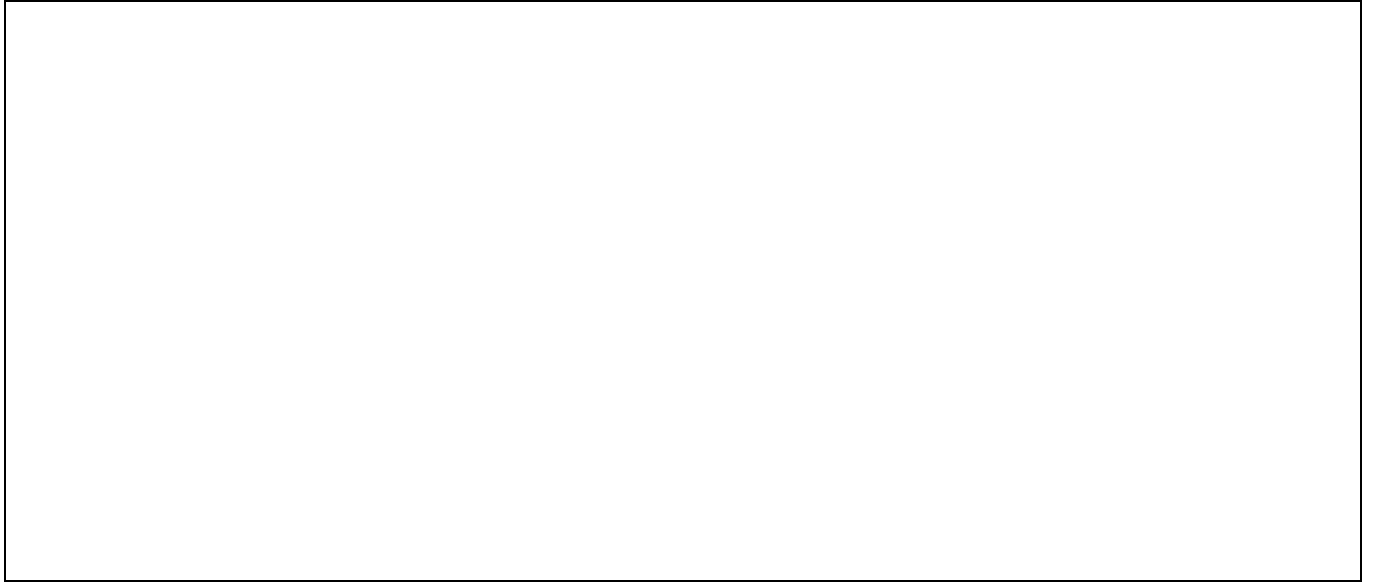
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7. ARE YOU AWARE OF OTHER PERSONS WHO HAVE EXPERIENCED HARASSMENT, DISCRIMINATION, OR RETALIATION BY THE PERSON HARASSING, DISCRIMINATING, OR RETALIATING AGAINST YOU? IF SO, STATE THE NAME AND THE DETAILS OF THEIR EXPERIENCES, IF KNOWN TO YOU.

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8. HOW DO YOU SUGGEST OR PREFER THAT YOUR COMPLAINT BE RESOLVED?

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Internet Safety and Acceptable Use Policy

This policy is a system-wide policy for application to all libraries within the Buffalo & Erie County Public Library System.

I. GENERAL STATEMENT OF POLICY

1. As part of its mission, the Buffalo & Erie County Public Library (B&ECPL) System provides Internet access and computing resources for public use.
2. Internet access at all libraries of the B&ECPL is provided by B&ECPL and is subject to the terms of this policy.
3. The B&ECPL provides wireless access at all locations, enabling patrons who visit local libraries to use their privately owned computer equipment or Wi-Fi-enabled devices to access the Internet. Wireless access does require user acceptance of the B&ECPL's *Internet Safety and Acceptable Use Policy*. All wireless access at any B&ECPL location is filtered.
4. Consistent with B&ECPL Circulation Policy, with the exception of the United States Government Publishing Office (GPO), parental permission for Internet access using Library equipment is required for individuals who have not attained the age of 17. Individuals who have not attained the age of 17 may access the GPO website, and materials available on this site, from all B&ECPL public access computers. Restrictions have been put in place to prevent further access to the Internet.
5. The B&ECPL assumes no responsibility for any loss or damages, direct, indirect, incidental, or consequential, arising from patron use of the B&ECPL's Internet connections or any other use of its computing resources.
6. The B&ECPL does not monitor and has no control over the information on the Internet and does not warrant or guarantee the reliability or truthfulness of information obtained from the Internet. As with all B&ECPL resources, patrons are advised to exercise their own critical judgment when evaluating the validity and appropriateness of information found on the Internet. Certain information may be inaccurate, misleading or offensive to some individuals.
7. As a limited public forum under the First Amendment of the United States Constitution, the B&ECPL enforces reasonable "time, place and manner" restrictions on the public display of content, to ensure constitutionally protected access to information (including images) by users, while limiting unwanted exposure of that information to others.

8. Unauthorized access to B&ECPL's computer resources, including hacking and all other unlawful computer activity, is strictly prohibited.
9. To comply with the Children's Internet Protection Act and restrict access to online content that may be considered harmful to minors or offensive to adults, the B&ECPL employs technology protection measures (including filters) on all computers with Internet access. As required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed to be obscene, child pornography, or harmful to minors. Users are cautioned that filters are not foolproof and due to technological limitations cannot obstruct access to all potentially harmful or offensive content. In addition, filters may block access to some legitimate or constitutionally protected material found on the Internet. By law, individuals who have attained the age of 17 have the right to unfiltered Internet access for bona fide research or other lawful purposes.

II. CHILDREN, PARENTS AND THE INTERNET

1. Parents/guardians have the sole right and responsibility to decide what is appropriate for their child. The B&ECPL does not act *in loco parentis* (i.e., in the place or role of the parent). Parents/guardians are responsible for the supervision of their child's Internet activity. Children who use the Internet unsupervised may be exposed to inappropriate or disturbing information and images.
2. The B&ECPL has taken the following measures designed to assist in the safe and effective use of these resources by all minors (individuals who have not attained the age of 17). The B&ECPL:
 - a. Employs technology protection measures (including filters) on all computers offering Internet access;
 - b. Develops and maintains special web pages for children and teens;
 - c. Develops and provides training programs on safe and effective Internet use; and
 - d. Provides online and printed information about child safety and information on educational or recreational uses of the Internet.
3. To address the issue of the safety and security of minors when using e-mail, social networking sites, or other forms of direct electronic communications, the B&ECPL advises parents and guardians to encourage minors to:
 - a. Never give out identifying information such as their full name, address, telephone number, or school name;
 - b. Let parents/guardians decide if personal information such as first name or age should be revealed;

- c. Always tell their parents or another adult they trust if they see something online that is frightening or that they do not understand, or if they observe or experience something that might be cyberbullying;
- d. Never respond to messages that make them feel uncomfortable or uneasy;
- e. Never arrange to meet in person someone they have met online unless they discuss it with their parents/guardians and an adult accompanies them;
- f. Have parents/guardians report an incident to the National Center for Missing & Exploited Children at 1-800-843-5678 or CyberTipline.org if one becomes aware of the transmission of child pornography;
- g. Remember that people online may not be who they say they are; and
- h. Remember some things they read on the Internet may not be true.

III. USER RESPONSIBILITIES

1. All patrons must abide by the Rules of Conduct in effect at the library they are visiting and are expected to use Internet and/or computing resources in a responsible and orderly manner. Failure to comply with the policies and regulations that govern the use of the B&ECPL's Internet access and personal computing resources may result in immediate suspension of library privileges including but not limited to eviction from library buildings and notification of disciplinary process and, where necessary, civil liability and/or criminal prosecution. The following are prohibited:
 - a. Damaging equipment, software, or data;
 - b. Violating system security;
 - c. Violating any legal agreement (e.g., software licenses);
 - d. Using the Internet for any illegal activity, criminal purposes or violating any federal, state or local law (e.g., copyright, child pornography);
 - e. Using or installing personal software on B&ECPL equipment;
 - f. Engaging in any activity that is cyberbullying, harassing or defamatory; and
 - g. Engaging in activities that may be judged as disruptive by library staff or patrons.

User responsibilities are not limited to the above and may be subject to change.

Adopted by the B&ECPL Board of Trustees at a public meeting, following normal public notice, on June 20, 2002.

Amended, July 18, 2002, December 18, 2003, February 16, 2006, September 28, 2006,
July 19, 2012, May 21, 2015 and December 17, 2015.

Reviewed by Policy Committee September 22, 2016 - no changes.

Amended September 21, 2017.

Amended October 18, 2018.

Amended November 21, 2019.

Reviewed by Policy Committee November 19, 2020 - no changes.



Sexual Harassment Prevention Policy

This policy is a system-wide policy for application to all libraries within the Buffalo & Erie County Public Library System.

This policy is also part of the *Buffalo & Erie County Public Library Personnel Policies and Procedures Manual*.

I. Statement of Policy

The Buffalo & Erie County Public Library (B&ECPL) is committed to maintaining an environment free from sexual harassment. Sexual harassment is a form of workplace discrimination and it is against the law. This policy is one component of B&ECPL's commitment to a discrimination-free environment. Everyone has a legal right to a workplace free from sexual harassment. All employees working in B&ECPL locations are required to work in a manner that prevents sexual harassment and are urged to report sexual harassment by filing a complaint internally with the B&ECPL. Complaints may also be filed with a government agency or in court under federal, state or local antidiscrimination laws.

A. Applicability

1. This policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with B&ECPL, without regard to immigration status.
2. All employees, paid or unpaid interns, and non-employees are expected to follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable and be provided to employees upon hiring.
3. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
4. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. Patrons and other non-employees who engage in sexual harassment will be addressed in accordance with each library's Rules of Conduct and applicable laws.

6. Sexual harassment may subject B&ECPL to liability for harm to targets of sexual harassment; and harassers may also be individually subject to liability.

B. What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

1. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:
 - a. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
 - b. Such conduct is made either explicitly or implicitly a term or condition of employment; or
 - c. Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.
2. A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, or cause the recipient discomfort or humiliation, or interfere with the recipient’s job performance.
3. Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Anyone covered by this policy who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy, regardless of whether such harassment would be considered severe or pervasive under precedent applied to harassment claims.

C. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

1. Physical acts of a sexual nature, such as:
 - a. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - b. Rape, sexual battery, molestation or attempts to commit these assaults.
2. Unwanted sexual advances or propositions, such as:
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - b. Subtle or obvious pressure for unwelcome sexual activities.
3. Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
4. Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
5. Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - a. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
6. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - a. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - b. Sabotaging an individual's work;
 - c. Bullying, yelling, name-calling.

D. Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a

superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

E. Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

II. Prohibition Against Retaliation

No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. B&ECPL will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of B&ECPL who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager or the Human Resources Office. All employees, paid or unpaid interns, or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained under Section 5 Legal Protections.

A. What is retaliation?

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours). Retaliation may also include, but is not limited to, disclosing an employee's personnel files because they have opposed any practices forbidden under the New York State Human Rights Law ("NYS HRL"), filed a complaint, testified or assisted in any proceeding under NYS HRL, except where the disclosure is made in the course of commencing or responding to a complaint in any proceeding under the NYS HRL or any other civil or criminal action or other judicial or administrative proceeding as permitted by applicable law.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The NYS HRL protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

1. Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;

2. Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
3. Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
4. Reported that another employee has been sexually harassed; or
5. Encouraged a fellow employee to report harassment.

B. Good Faith Claims

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful; however, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

III. Reporting Sexual Harassment

A. Who Should Report

Preventing sexual harassment is everyone's responsibility. B&ECPL cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern, or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Human Resources Office. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Human Resources Office.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is on another person's behalf.

B. Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Human Resources Office. In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

IV. Complaint and Investigation of Sexual Harassment

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

A. Complaint

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form.

B. Witnesses

All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment. B&ECPL will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this Policy.

C. Investigation Process

While the process may vary from case to case, the following steps of the investigation process will ensure a thorough and complete investigation:

1. Upon receipt of complaint, the Human Resources Office will conduct an immediate review of the allegations, and take any interim actions, as appropriate.
2. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If they refuse, the Human Resources Office will prepare a Complaint Form based on the verbal complaint.
3. If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
4. Request and review all relevant documents, including all electronic communications.
5. Interview all parties involved, including any relevant witnesses.
6. Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;

- b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of prior relevant incidents, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
7. Keep the written documentation and associated documents in a secure and confidential location.
 8. Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
 9. Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

V. Legal Protections and External Remedies

Sexual harassment is not only prohibited by B&ECPL but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at B&ECPL, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

A. State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, Art. 15, § 290, et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns, and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Effective August 12, 2020, complaints may be filed with the DHR any time **within 3 years** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to B&ECPL does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, Main Place Tower, 350 Main Street 10th Fl. Suite 1000B, Buffalo, New York 14202. You may call (716) 847-7632 or visit: www.dhr.ny.gov or you can call DHR's toll-free sexual harassment hotline at 1-800-HARASS-3 Monday through Friday, 9:00 AM to 5:00 PM.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

B. Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

C. Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

D. Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Adopted December 20, 2018 per Resolution 2018-41.
Amended November 21, 2019 per Resolution 2019-44.
Amended August 12, 2020 per Resolution 2019-44.
Amended December 16, 2021 per Resolution 2021-44.
Amended January 19, 2023 per Resolution 2023-2.



COMPLAINT OF HARASSMENT, DISCRIMINATION, OR RETALIATION

The Buffalo & Erie County Public Library prohibits harassment or discrimination because of gender, race, color, national origin, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity or expression, 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 B&ECPL acknowledges its legal and ethical obligation to protect the right of all persons to an environment free from discrimination, harassment, and retaliation. If you believe you have been harassed, discriminated against, or retaliated against in violation of B&ECPL policy, please complete this complaint form.

General Information:

Date:		
Name:		
Address:		
City:	State:	Zip:
Home Phone No.:	Work Phone No.:	
Department:		
Supervisor's Name:		
Supervisor's Phone No.:		

Specific Information about Your Complaint:

1. WHO IS HARASSING YOU, DISCRIMINATING AGAINST YOU, AND/OR RETALIATING AGAINST YOU? (Include name(s) and job title(s))

2. WHAT HAPPENED TO YOU TO PROMPT THIS COMPLAINT? (Be as specific as possible in describing the harassment/discrimination/retaliation. Include names, dates, and locations. Try to describe the “who, what, where, when, why, and how” of the incident(s).)

3. DID ANYONE WITNESS THE INCIDENT(S) DESCRIBED ABOVE? IF SO, STATE THE NAME OF THE INDIVIDUAL WHO WITNESSED EACH INCIDENT.

4. WITH WHOM (if anyone) HAVE YOU DISCUSSED THE INCIDENT(S)?

5. HAVE YOU PREVIOUSLY BEEN SUBJECTED TO HARASSMENT, DISCRIMINATION, OR RETALIATION BY THE INDIVIDUALS IDENTIFIED IN YOUR RESPONSE TO QUESTION 1? IF SO, PLEASE DESCRIBE EACH PRIOR INCIDENT IN DETAIL. (Include names, dates, and locations. Try to describe the “who, what, where, when, why, and how” of the incident(s).)

6. DO YOU HAVE WRITTEN DOCUMENTATION (e.g. cards, letters, text messages, or journals) RELEVANT TO YOUR COMPLAINT? IF SO, DESCRIBE THE DOCUMENT(S).

7. ARE YOU AWARE OF OTHER PERSONS WHO HAVE EXPERIENCED HARASSMENT, DISCRIMINATION, OR RETALIATION BY THE PERSON HARASSING, DISCRIMINATING, OR RETALIATING AGAINST YOU? IF SO, STATE THE NAME AND THE DETAILS OF THEIR EXPERIENCES, IF KNOWN TO YOU.

8. HOW DO YOU SUGGEST OR PREFER THAT YOUR COMPLAINT BE RESOLVED?