



MEMORANDUM

TO: Contracting Library Directors and Managers
FROM: Kenneth H. Stone, Deputy Director - CFO
SUBJECT: 2022 Contracts
DATE: June 17, 2022

Please find attached two sets of your 2022 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 2022-21 in which the Board of Trustees of the B&ECPL authorizes the Board Chair to execute 2022 contracts. An electronic version of this packet in PDF has been emailed to you so you can distribute to your board electronically for review.

Other than updating dates, updating budget figures for 2022, and updating policy based exhibits to their current adopted versions, there are no material changes in the contract documents vs. the 2021 contract. Budget figures reflect the 2022 Board-adopted budget adjusted for the impacts of increased NY State Aid and converting to fine free per Resolution 2022-12 transmitted to you in May as well as previously transmitted member aid item resolutions.

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 16, 2022

AGENDA ITEM NUMBER: E.2.b.

RESOLUTION: 2022-21
Authorize Chair to Execute 2022
Contracts with Contracting Libraries

BACKGROUND:

During Erie County's 2022 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 Board of Trustees on December 16, 2021 adopted Resolution 2021-42, implementing the extension provision until such time as a final 2022 contract is adopted, not to exceed July 31, 2022. Funding was based upon the allocation contained in the 2022 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 2022 Board-adopted budget including adjustments subsequently approved by board resolution.

Other than updating dates, updating budget figures for 2022 as noted above, and updating policy based exhibits to their current adopted versions, there are no material changes in the contract documents vs. the 2021 contract. This resolution authorizes the Library Board Chair to execute 2022 contracts incorporating these items.

ACTION REQUIRED:

Motion to approve Resolution 2022-21.

RESOLUTION 2022-21

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

WHEREAS, Erie County’s 2022 allocation was not known until early December, and New York State’s overall allocation was adopted in early April, 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 2022 fiscal year on January 1, 2022, and

WHEREAS, to meet 2022 operating expenditure needs of the contracting libraries, the B&ECPL Board of Trustees on December 16, 2021 adopted Resolution 2021-42, implementing the extension provision contained in the 2021 contract until such time as a final 2022 contract is adopted, not to exceed July 31, 2022, with budgetary amounts based upon the 2022 Board-adopted budget and any subsequent modifications thereof, and

WHEREAS, Erie County’s 2022 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 2022 contracts subject to the terms and conditions noted above and with budget figures reflecting the 2022 Board-adopted budget as amended.

Approved unanimously at a meeting of the Board of Trustees
of the Buffalo & Erie County Public Library
on June 16, 2022.

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
_____, 2022 at _____ o'clock.

I HEREBY CERTIFY, that at a meeting of the Board of Trustees of the
_____ Library, held at _____ on
the _____ day of _____, 2022, 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 2022, 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

THIS AGREEMENT

Made and entered into this _____ day of _____
2022 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

ORCHARD PARK PUBLIC LIBRARY, a public library
of the Town of Orchard Park, 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 26th day of
September 1969 and said Public Library was duly registered with the Board of
Regents of the State of New York on the 7th day of December 1970; and

WHEREAS, the Public Library is now furnishing library privileges to
the people of the County of Erie, New York in calendar year 2022 (hereafter referred
to as the "current year"), pursuant to the contract extension provision contained in
section TWENTY-SIXTH of the calendar year 2021 (hereafter referred to as the "prior
year") contract with the B&ECPL which was implemented via Resolution 2021-42
dated the 16th day of December 2021; 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:

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

SECOND: 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 made available to the Public Library via the B&ECPL's website and/or Staff Intranet.

THIRD: 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.

FOURTH: 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.

FIFTH: 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.

SIXTH: 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.

SEVENTH: 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.

EIGHTH: 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 \$29,641,713.

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 \$26,435,688 from the Library Property Tax. On December 16, 2021, the B&ECPL adopted its current year operating budget of \$30,291,713, which includes the above noted Library Property Tax allocation, anticipated New York State aid and other library revenue.

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 16, 2021, approved Resolution 2021-42, implementing the contract extension provision contained in section TWENTY-SIXTH of the 2021 contract into the current year until replaced by this agreement, said replacement to be no later than July 31, 2022. This

agreement, including the sums for the Public Library as shown in Exhibit A, which is affixed to this agreement, replaces the 2021 contract as extended.

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 2021 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.

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.

NINTH: 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.

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	228,990
WAGES, REGULAR PART-TIME	26,896
WAGES, PART TIME	168,535
REDUCTION FROM PERS SERV	(8,020)
EMPLOYER FICA TOTAL	32,464
EMPLOYEE HEALTH INSURANCE	48,864
DENTAL PLAN	1,386
HEALTH INSURANCE WAIVER	804
NYS RETIREMENT	41,736
DISABILITY	0
NATIONAL GAS	6,956
ELECTRICITY	11,220
TOTAL OF THE ABOVE ACCOUNTS	\$559,831

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.

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.

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.

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.

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.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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. 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.

SIXTEENTH: 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: 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.

TWENTIETH: 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.).

TWENTY-FIRST: 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.

TWENTY-SECOND: 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.

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.

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.

TWENTY-THIRD: 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.

TWENTY-FOURTH: 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.

TWENTY-FIFTH: 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.

TWENTY-SIXTH: THIS AGREEMENT shall continue in force for the remainder of the current year. Additionally, for the next fiscal year beginning January 1, 2023 (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, 2022.

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 16th day of June 2022 and

pursuant to a resolution of the Board of Trustees of the Public Library duly adopted
on the _____ day of _____ 2022.

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

ORCHARD PARK 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: ORCHARD PARK PUBLIC LIBRARY

DESCRIPTION	As per Res 2021-14			As per Res 2022-12		
	2021	2021 BUDGET	2021	2022	2022 BUDGET	2022
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
PERSONAL SERVICES						
SALARIES & WAGES, FULL TIME		210,596	210,596		219,034	219,034
WAGES, REGULAR PART-TIME		25,267	25,267		26,896	26,896
WAGES, PART TIME		161,615	161,615		168,535	168,535
OVERTIME (Sunday)		7,272	7,272		7,604	7,604
OTHER (Vacation Buyout)		1,704	1,704		2,352	2,352
TOTAL SALARIES & WAGES	-	406,454	406,454	-	424,421	424,421
REDUCTION FRM PERS. SVCS ACCT			-		(8,020)	(8,020)
CONTRACTUAL SALARY RESERVES		4,510	4,510			-
FRINGE BENEFITS						
EMPLOYER FICA		31,091	31,091		32,464	32,464
EMPLOYEE HEALTH INSURANCE		52,200	52,200		48,864	48,864
DENTAL PLAN		1,386	1,386		1,386	1,386
WORKERS COMPENSATION		1,868	1,868		1,950	1,950
UNEMPLOYMENT INSURANCE		942	942		984	984
HOSPITAL & MEDICAL - RETIREES		30,662	30,662		30,667	30,667
HEALTH INSURANCE WAIVER		804	804		804	804
RETIREMENT		40,642	40,642		41,736	41,736
TOTAL FRINGE BENEFITS	-	159,595	159,595	-	158,855	158,855
OFFICE SUPPLIES	-	4,937	4,937	-	4,018	4,018
REPAIRS & MAINTENANCE CHARGES						
OTHER SUPPLIES & MATERIALS	5,000	-	5,000	5,000	-	5,000
EQUIPMENT MAINTENANCE	2,000		2,000	2,000		2,000
REPAIRS & MAINT - MISC SYS	-	2,455	2,455	-	2,631	2,631
TOTAL REPAIRS & MAINTENANCE CHARGES	7,000	2,455	9,455	7,000	2,631	9,631
TRAVEL & MILEAGE EXPENSES	350		350	350		350
DUES & FEES						
MEMBERSHIP & DUES	125	-	125	125	-	125
TRAINING & EDUCATION (NYSALB, etc.)		1,399	1,399		1,171	1,171
TOTAL DUES & FEES	125	1,399	1,524	125	1,171	1,296
UTILITY CHARGES						
WATER	800		800	800		800
SEWER			-			-
TELECOMMUNICATIONS			-			-
- DATA LINES	-	336	336	-	336	336
- INTERNET - Internet access	-	67	67	-	73	73
- EQUIPMENT MAINT			-			-
- LOCAL AND LD PHONE SERVICE	-	895	895	-	914	914
TELEPHONE SUB-TOTAL	-	1,298	1,298	-	1,323	1,323
TOTAL UTILITY CHARGES	800	1,298	2,098	800	1,323	2,123
PROFESSIONAL SERVICE CONTRACT & FEES						
ADVERTISING & PROMOTION		2,646	2,646		3,308	3,308
MOVIE LICENSING AGREEMENT		232	232		235	235
OVERDRIVE DOWNLOADABLE LICENSE	-	324	324	-	324	324
SIRSI SOFTWARE MAINTENANCE	-	3,315	3,315	-	3,416	3,416
RFID EQUIPMENT MAINTENANCE		840	840		870	870
COLLECTIONS AGENCY FEES	-	1,380	1,380	-	1,208	1,208
EAP SERVICES	-	253	253	-	277	277
ONLINE CATALOG (OCLC)	-	3,881	3,881	-	3,969	3,969
VITEC SOLUTIONS/COMPUTER SUPPORT	-	3,371	3,371	-	3,215	3,215
LEGAL FEES	-	1,955	1,955	-	2,043	2,043
RFID/OCR LABELS		1,985	1,985		1,764	1,764
OTHER PRINTED SUPPLIES	-	47	47	-	47	47
CONTRACT PROFESSIONAL SERVICES (DIRECT)		-	-			-
TOTAL PROFESSIONAL SERVICE CONTRACTS	-	20,229	20,229	-	20,676	20,676

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: ORCHARD PARK PUBLIC LIBRARY

DESCRIPTION	As per Res 2021-14			As per Res 2022-12		
	2021	2021	2021	2022	2022	2022
	BUDGET			BUDGET		
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
MAINTENANCE CONTRACTS						
OTHER SUP & MTLs - CONTRACT	1,600	-	1,600	1,600	-	1,600
EQUIPMENT CONTRACTS			-			-
MAINT CONTRACTS - SYS		333	333		319	319
TOTAL MAINTENANCE CONTRACTS	1,600	333	1,933	1,600	319	1,919
OTHER EXPENSES & CHARGES						
LIBRARY MATERIALS PROCESSING SUPPLIES	-	1,023	1,023	-	274	274
RESALE ITEMS (BAGS, DISK, HEADPHONES)	-	81	81	-	97	97
LIBRARY CARDS	-	53	53	-	53	53
DVD REPAIR		79	79		79	79
MISC PROGRAM EXPENSES	500		500	500		500
NYS DISABILITY	-		-	-		-
POSTAGE	100		100	100		100
PRINTING			-			-
ADVERTISING			-			-
TRAINING			-			-
REFUSE PICKUP	3,500		3,500	3,500		3,500
BANK CHARGES			-			-
JANITORIAL SERVICES			-			-
OTHER EXPENSES			-			-
TOTAL OTHER EXPENSES & CHARGES	4,100	1,236	5,336	4,100	503	4,603
CONTINGENCY						
MISCELLANEOUS - State/Member Aid				22,000		22,000
TOTAL CONTINGENCY	-	-	-	22,000	-	22,000
RENTAL CHARGES						
EQUIPMENT		-	-		-	-
OTHER		-	-		-	-
TOTAL RENTAL CHARGES	-	-	-	-	-	-
INSURANCE CHARGES						
INSURANCE	150	-	150	150	-	150
GENERAL LIABILITY INSURANCE - SYS		4,097	4,097		4,327	4,327
TOTAL INSURANCE CHARGES	150	4,097	4,247	150	4,327	4,477
LAB & TECHNICAL EQUIP.		1,805	1,805		9,971	9,971
LIBRARY BOOKS & MEDIA						
Serials (Magazines, Newspapers, Journals, Etc.)	-	6,642	6,642	-	5,397	5,397
On-line Databases (News, Health, Literary, Homework, Business, Etc.)	-	11,488	11,488	-	7,944	7,944
E-Content		44,389	44,389		71,499	71,499
Centrally Ordered Materials	-	56,932	56,932	-	50,194	50,194
Specialized Titles / Individual Orders	-	8,270	8,270	-	7,970	7,970
TOTAL LIBRARY BOOKS & MEDIA	-	127,721	127,721	-	143,004	143,004
INTERFUND UTILITY EXPENDITURES						
NATURAL GAS	-	5,380	5,380	-	6,956	6,956
ELECTRICITY	-	11,032	11,032	-	11,220	11,220
TOTAL INTERFUND UTILITY EXPENDITURES	-	16,412	16,412	-	18,176	18,176
TOTAL INTERFUND EXP - COUNTY		1,353	1,353		2,587	2,587

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

BUDGET: ORCHARD PARK PUBLIC LIBRARY

DESCRIPTION	As per Res 2021-14			As per Res 2022-12		
	2021	2021 BUDGET	2021	2022	2022 BUDGET	2022
	Contract Library Direct	System Paid	Total	Contract Library Direct	System Paid	Total
TOTAL OPERATING EXPENSES	14,125	753,834	767,959	36,125	783,962	820,087
REVENUE SOURCES						
COUNTY SHARE	-	752,555	752,555	606	783,962	784,568
STATE AID (Member Aid)		-	-	22,000	-	22,000
STATE AID (Pass through System)	7,021	1,279	8,300	8,299	-	8,299
SUB-TOTAL: SYSTEM APPROPRIATION	7,021	753,834	760,855	30,905	783,962	814,867
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	4,308	-	4,308	2,420	-	2,420
COPY MACHINES	705	-	705	800	-	800
PRINT COST RECOVERY	2,082	-	2,082	2,000	-	2,000
OTHER REVENUES	9	-	9	-	-	-
MUNICIPAL SUPPORT	-	-	-	-	-	-
DONATIONS	-	-	-	-	-	-
FUNDRAISING	-	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-	-
USE OF FUND BALANCE	-	-	-	-	-	-
OTHER INCOME	-	-	-	-	-	-
TOTAL DIRECT INCOME	7,104	-	7,104	5,220	-	5,220
TOTAL REVENUE SOURCES	14,125	753,834	767,959	36,125	783,962	820,087

COUNTY SHARE vs OTHER REVENUE						
COUNTY SHARE	-	752,555	752,555	606	783,962	784,568
STATE AID	7,021	1,279	8,300	30,299	0	30,299
DIRECT INCOME	7,104	0	7,104	5,220	0	5,220
SUBTOTAL OTHER REVENUE	14,125	1,279	15,404	35,519	0	35,519
TOTAL REVENUE	14,125	753,834	767,959	36,125	783,962	820,087

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.

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

EXHIBIT A

EEGroup	Current Count	Job Title	Hours	Hours per week	Salary	Total Fringes	Total Cost
	1	LIBRARY DIRECTOR II Total	2,080	40	80,088	32,593	112,681
	1	LIBRARIAN I Total	2,080	40	59,232	38,268	97,500
	1	LIBRARY ASSISTANT (CL) Total	2,080	40	42,309	20,614	62,923
	1	SENIOR LIBRARY CLERK CL Total	2,080	40	37,405	30,105	67,510
FT Total	4		8,320	160	219,034	121,580	340,614
	1	CARETAKER (RPT) CL Total	1,560	30	26,896	9,564	36,460
RPT Total	1		1,560	30	26,896	9,564	36,460
	6	SENIOR PAGE PT Total	3,120	60	44,304	7,517	51,821
	8	PAGE (P.T.) Total	3,796	73	50,109	6,445	56,554
	3	LIBRARIAN I PT Total	1,768	34	39,814	7,866	47,680
	1	CARETAKER (PT) CL Total	208	4	3,086	258	3,344
	4	CLERK-TYPIST (P.T.) CL Total	2,132	41	31,222	3,971	35,193
PT Total	22		11,024	212	168,535	26,057	194,592
Grand Total	27		20,904	402	414,465	157,201	571,666

FTE and Average Cost per FTE	10.05	56,882
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Full Time Wages	219,034
RPT Wages	26,896
Part Time Wages	168,535
Total Salaries & Wages	414,465

Orchard Park - Sunday Hours	198	7,604	1,630	9,234
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Orchard Park - Other Payments		2,352	180	2,532
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Grand Total		\$424,421	\$159,011	\$583,432
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Librarians Association Pay Scale
Effective 1/1/2022

	1	2	3	4	5	A	B	C	D	E	F
Grp 7	40,591	42,709	44,812	46,914	49,021	50,165	51,320	52,453	53,608	54,750	55,902
	1,561.20	1,642.64	1,723.52	1,804.40	1,885.44	1,929.44	1,973.84	2,017.44	2,061.84	2,105.76	2,150.08
	19.515	20.533	21.544	22.555	23.568	24.118	24.673	25.218	25.773	26.322	26.876
Grp 9	46,840	49,602	52,356	55,105	57,864	59,232	60,624	61,984	63,361	64,734	66,109
	1,801.52	1,907.76	2,013.68	2,119.44	2,225.52	2,278.16	2,331.68	2,384.00	2,436.96	2,489.76	2,542.64
	22.519	23.847	25.171	26.493	27.819	28.477	29.146	29.800	30.462	31.122	31.783
Grp 10	50,282	53,285	56,285	59,280	62,294	63,800	65,287	66,791	68,295	69,790	71,290
	1,933.92	2,049.44	2,164.80	2,280.00	2,395.92	2,453.84	2,511.04	2,568.88	2,626.72	2,684.24	2,741.92
	24.174	25.618	27.060	28.500	29.949	30.673	31.388	32.111	32.834	33.553	34.274
Grp 11	57,379	60,476	63,868	67,107	70,358	71,983	73,607	75,221	76,844	78,464	80,088
	2,206.88	2,326.00	2,456.48	2,581.04	2,706.08	2,768.56	2,831.04	2,893.12	2,955.52	3,017.84	3,080.32
	27.586	29.075	30.706	32.263	33.826	34.607	35.388	36.164	36.944	37.723	38.504
Grp 12	61,364	64,958	68,569	72,147	75,747	77,551	79,333	81,147	82,952	84,750	86,551
	2,360.16	2,498.40	2,637.28	2,774.88	2,913.36	2,982.72	3,051.28	3,121.04	3,190.48	3,259.60	3,328.88
	29.502	31.230	32.966	34.686	36.417	37.284	38.141	39.013	39.881	40.745	41.611
Grp 13	66,991	70,916	74,876	78,824	82,742	84,731	86,699	88,689	90,673	92,662	94,644
	2,576.56	2,727.52	2,879.84	3,031.68	3,182.40	3,258.88	3,334.56	3,411.12	3,487.44	3,563.92	3,640.16
	32.207	34.094	35.998	37.896	39.780	40.736	41.682	42.639	43.593	44.549	45.502
Grp 14	74,668	79,121	83,524	87,953	92,383	94,598	96,830	99,064	101,286	103,507	105,728
	2,871.84	3,043.12	3,212.48	3,382.80	3,553.20	3,638.40	3,724.24	3,810.16	3,895.60	3,981.04	4,066.48
	35.898	38.039	40.156	42.285	44.415	45.480	46.553	47.627	48.695	49.763	50.831
Sunday in Charge	38.427		Sunday Reference	33.779		PT in Charge	25.618				

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

Payscale Type: CMU

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

For: 01/01/2022

Page: 1
 Date: 06/20/2021
 Time: 11:38:37

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	29216 1123.68 14.046	31059 1194.56 14.932	32442 1247.76 15.597	33823 1300.88 16.261	34748 1336.48 16.706	35668 1371.84 17.148	36244 1394.00 17.425	36814 1415.92 17.699	37386 1437.92 17.974	37960 1460.00 18.250	38532 1482.00 18.525
GRP 02	29779 1145.36 14.317	31678 1218.40 15.230	33103 1273.20 15.915	34530 1328.08 16.601	35479 1364.56 17.057	36431 1401.20 17.515	37032 1424.32 17.804	37644 1447.84 18.098	38232 1470.48 18.381	38836 1493.68 18.671	39437 1516.80 18.960
GRP 03	30863 1187.04 14.838	32864 1264.00 15.800	34364 1321.68 16.521	35861 1379.28 17.241	36860 1417.68 17.721	37860 1456.16 18.202	38490 1480.40 18.505	39144 1505.52 18.819	39765 1529.44 19.118	40398 1553.76 19.422	41030 1578.08 19.726
GRP 04	31784 1222.48 15.281	33900 1303.84 16.298	35491 1365.04 17.063	37080 1426.16 17.827	38139 1466.88 18.336	39193 1507.44 18.843	39863 1533.20 19.165	40523 1558.56 19.482	41203 1584.72 19.809	41872 1610.48 20.131	42538 1636.08 20.451
GRP 05	33623 1293.20 16.165	35922 1381.60 17.270	37648 1448.00 18.100	39372 1514.32 18.929	40523 1558.56 19.482	41673 1602.80 20.035	42476 1633.68 20.421	43281 1664.64 20.808	44088 1695.68 21.196	44891 1726.56 21.582	45689 1757.28 21.966
GRP 06	36117 1389.12 17.364	38773 1491.28 18.641	40766 1567.92 19.599	42756 1644.48 20.556	44088 1695.68 21.196	45417 1746.80 21.835	46444 1786.32 22.329	47466 1825.60 22.820	48470 1864.24 23.303	49481 1903.12 23.789	50498 1942.24 24.278
GRP 07	38759 1490.72 18.634	41912 1612.00 20.150	44277 1702.96 21.287	46646 1794.08 22.426	48223 1854.72 23.184	49797 1915.28 23.941	50964 1960.16 24.502	52123 2004.72 25.059	53279 2049.20 25.615	54446 2094.08 26.176	55615 2139.04 26.738
GRP 08	41625 1600.96 20.012	45234 1739.76 21.747	47940 1843.84 23.048	50648 1948.00 24.350	52453 2017.44 25.218	54261 2086.96 26.087	55551 2136.56 26.707	56832 2185.84 27.323	58117 2235.28 27.941	59396 2284.48 28.556	60692 2334.32 29.179

EXHIBIT B

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

Payscale Type: CMU

Erie County
 Pay Scale Report
 Pay Area: 30: CMU

For: 01/01/2022

Page: 1
 Date: 06/20/2021
 Time: 11:39:02

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	30164 1160.16 14.502	31905 1227.12 15.339	32985 1268.64 15.858	34087 1311.04 16.388	35179 1353.04 16.913	36263 1394.72 17.434	36806 1415.60 17.695	37355 1436.72 17.959	37889 1457.28 18.216	38443 1478.56 18.482	38977 1499.12 18.739
GRP 02	30697 1180.64 14.758	32465 1248.64 15.608	33611 1292.72 16.159	34734 1335.92 16.699	35872 1379.68 17.246	36997 1422.96 17.787	37561 1444.64 18.058	38143 1467.04 18.338	38696 1488.32 18.604	39258 1509.92 18.874	39824 1531.68 19.146
GRP 03	31728 1220.32 15.254	33563 1290.88 16.136	34755 1336.72 16.709	35947 1382.56 17.282	37128 1428.00 17.850	38345 1474.80 18.435	38938 1497.60 18.720	39551 1521.20 19.015	40140 1543.84 19.298	40741 1566.96 19.587	41334 1589.76 19.872
GRP 04	32964 1267.84 15.848	34886 1341.76 16.772	36140 1390.00 17.375	37405 1438.64 17.983	38688 1488.00 18.600	39965 1537.12 19.214	40606 1561.76 19.522	41221 1585.44 19.818	41866 1610.24 20.128	42499 1634.56 20.432	43129 1658.80 20.735
GRP 05	34701 1334.64 16.683	36729 1412.64 17.658	38135 1466.72 18.334	39508 1519.52 18.994	40916 1573.68 19.671	42309 1627.28 20.341	43066 1656.40 20.705	43826 1685.60 21.070	44591 1715.04 21.438	45350 1744.24 21.803	46112 1773.52 22.169
GRP 06	37059 1425.36 17.817	39233 1508.96 18.862	40895 1572.88 19.661	42540 1636.16 20.452	44181 1699.28 21.241	45852 1763.52 22.044	46821 1800.80 22.510	47784 1837.84 22.973	48728 1874.16 23.427	49695 1911.36 23.892	50656 1948.32 24.354
GRP 07	39555 1521.36 19.017	41893 1611.28 20.141	43915 1689.04 21.113	45943 1767.04 22.088	47967 1844.88 23.061	49980 1922.32 24.029	51081 1964.64 24.558	52177 2006.80 25.085	53279 2049.20 25.615	54371 2091.20 26.140	55478 2133.76 26.672
GRP 08	42259 1625.36 20.317	44768 1721.84 21.523	47137 1812.96 22.662	49506 1904.08 23.801	51859 1994.56 24.932	54209 2084.96 26.062	55428 2131.84 26.648	56632 2178.16 27.227	57843 2224.72 27.809	59062 2271.60 28.395	60278 2318.40 28.980

BUFFALO & ERIE COUNTY PUBLIC LIBRARY**PAGE & SR. PAGE HOURLY WAGE RATES****EFFECTIVE DATE: DECEMBER 31, 2021****PAGE and SENIOR PAGE WAGE SCALES****December 31, 2021 - December 30, 2022****PAGE****Step 1**

\$13.20

SENIOR PAGE**Step 1**

\$14.20

NOTES:

Wage scales reflect rates approved as part of the 2021 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 Orchard Park				
2022 Schedule of Public Service Hours				
Winter Hours				
Total hours		60		
Sunday Hours start on:		1/9/22	9/11/22	
Sunday Hours end on:		6/12/22	12/18/22	
	Open	Close	Re-Open	Close
Sunday	12	5		
Monday	9	8		
Tuesday	9	8		
Wednesday	1	8		
Thursday	9	8		
Friday	9	5		
Saturday	10	5		
Summer Hours				
Total hours		55		
Summer Hours start on:		6/13/22		
Summer Hours end on:		9/5/22		
	Open	Close	Re-Open	Close
Sunday				
Monday	9	8		
Tuesday	9	8		
Wednesday	1	8		
Thursday	9	8		
Friday	9	5		
Saturday	10	5		



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	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.
Work Week	The work week shall be Saturday through Friday.
Pay Period	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.
Lunch	At least 1/2 hour lunch, unpaid
Breaks	Employees are eligible to receive a 15 minute paid break per 4 hours worked.
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.</p> <p>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.</p> <p>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.

II. 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.

III. 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.

IV. 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.

V. 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, 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.

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, 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. Such conduct is unlawful and prohibited whenever it:

1. Subjects an individual to inferior terms, conditions or privileges of employment,
2. Unreasonably interferes with an individual's work performance, or
3. Creates an intimidating, hostile or offensive working environment.

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, 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, 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, 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.
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.
- 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 in the event the individual is not an employee and does not have a supervisor or Department Head, the incident should be reported directly to the Human Resources Officer at (716)858-6103.
- 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 Human Resources Officer.

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 employees.
- 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 employees are encouraged to use this complaint form. Employees 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 Human Resources Officer for investigation.

- c. Upon receipt of a complaint under this policy, Human Resources 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 Human Resources 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, Human Resources will determine if the investigation will be completed internally by the Human Resources Officer 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 Human Resources Office 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 employee or applicant 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 employees (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.

IV. Legal Remedies

Employees or job applicants 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 Human Resources Officer, as described above. If an employee or job applicant 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. Employees or job applicants 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.



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?





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](https://www.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. 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 Manager. 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).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law 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 Manager. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Human Resources Manager.

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 Manager.

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 Manager 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 Manager 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, 65 Court Street #506, Buffalo, New York 14202. You may call (716) 847-7632 or visit: www.dhr.ny.gov.

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.



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?