AGREEMENT

by and between the

LIVERPOOL PUBLIC LIBRARY

and

CSEA, LOCAL 1000 AFSCME, AFL-CIO



Liverpool Public Library Unit 7822-00 Onondaga County Local 834

July 1, 2017 – June 30, 2020

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AGREEMENT made as of the ____ day of July 2017, by and between The Liverpool Public Library (hereinafter referred to as the "Employer" or the "Library") and The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Liverpool Public Library Unit of Onondaga County Local 834 (hereinafter referred to as the "Union", "CSEA" or "Unit").

ARTICLE 1-PURPOSE AND INTENT

- 1.1 It is the purpose of this Agreement to promote and maintain good relations between the Employer, the Union, its officers and the employees represented by the Union and to make clear the basic provisions upon which such relations depend.
- 1.2 It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment.

ARTICLE 2 - RECOGNITION

2.1 The Library recognizes the Liverpool Public Library Unit of Onondaga County Local 834 of the Civil Service Employees Association, Inc., as the sole and exclusive representative of all employees in the bargaining unit with respect to negotiations of salaries, wages, hours. The bargaining unit is described by the N.Y.S. Public Employment Relations Board in Case C-4765 as:

Included: All full-time and part-time employees of the Liverpool Public Library.

<u>Full-time Employee</u>: A bargaining unit employee who is regularly compensated for thirty-five (35) or more hours per week.

<u>Part-time Employee</u>: A bargaining unit employee who is regularly compensated for less than thirty-five (35) hours per week.

Excluded: Library Director, Assistant Library Director, Secretary (to the Director), Administrative Aide, Administrative Assistant, Business Manager, Personnel Manager, Personnel Aide, Substitutes, and Temporary Employees are not entitled to representation under the Taylor Law.

Supervisors shall perform supervisory functions including evaluating personnel, scheduling, counseling together with recommendations, when appropriate, for disciplinary action and shall have input, when requested, in staffing decisions.

2.2 The parties agree that the Library may utilize volunteers who are not members of the bargaining unit covered by this Agreement to perform tasks as resources in furthering the Library's mission. The parties agree, however, that volunteers shall not be utilized in a manner that will result in the displacement of regular employees.

ARTICLE 3 - UNION STATUS AND RIGHTS

3.1 *Exclusive Representation:* The Union shall have the sole and exclusive right to represent all employees in the negotiating unit in the negotiation of terms and

conditions of employment and the filing and administration of grievances arising out of the administration of the Agreement.

3.2 Dues Check-off

A. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224 on a payroll period basis.

No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc. CSEA shall give the Employer at least 60 days notice of any increase in its dues.

B. The Employer agrees to make separate deductions for membership dues and each insurance plan on a payroll period basis. On the effective date of this Agreement, the Employer will provide to the Liverpool Public Library Unit, an itemized alphabetical listing of each employee in the bargaining unit showing:

1. Employee's full name

2. Social Security number

3. Home address

4. Annual salary

5. Job title

6. Date of hire

7. Seniority date

8. Work location

Upon request annually, such information shall be provided to the Liverpool Public Library Unit.

The Employer agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of notification to the Employer from CSEA. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member unless written authorization is received from the employee revoking membership and or insurance premiums. Revocation of membership dues automatically revokes insurance premiums. The Employer agrees to provide to CSEA, Inc. a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives.

3.3 **Agency Fee:** Pursuant to Section 208 of the Civil Service Law the Employer shall deduct from the wages or salary of employees who are not members of CSEA, an agency shop fee. Agency shop fees shall be identified and forwarded together with dues deducted pursuant to the section.

CSEA represents that it has established the refund procedure required by Section 208 and shall indemnify the Employer against any claim that agency fees have been improperly deducted or that the refund procedure does not comply with the statute.

The Employer agrees to provide a separate check made payable to CSEA, Inc. for membership dues and agency shop fees and a separate check made payable to Pearl-Carroll and Associates for the insurance programs.

Revocation of membership dues by a bargaining unit employee will result in the bargaining unit employee being deducted agency shop fees.

3.4 Officers and Stewards: The Employer will be notified in writing by the Union of the names of the officers and stewards authorized to administer this Agreement on behalf of the Union and shall recognize no others.

3.5 Access to Employees

- A. The Union and its designated agents shall have the sole and exclusive right to access members of the bargaining unit during hours agreeable to the administration, to administer this Agreement and to explain the Civil Service Employees Association's sponsored benefits and programs.
- B. The Employer further agrees that it will not knowingly permit any other labor organization or union to hold meetings for the purpose of discussing terms and conditions of employment at Liverpool Public Library, or be provided meeting space for this purpose on property or premises owned or occupied by the Liverpool Public Library.
- 3.6 **Bulletin Board** The Employer shall provide one bulletin board for the exclusive use by the Union for the purpose of posting bulletins, notices, and materials issued by the Union. The Employer agrees that Union material/information can be distributed through employee mailboxes.

Additionally, the Union shall have access to electronic communications through the Employer's internal computerized electronic communication system for the purpose of posting notices, bulletins, and materials issued by the Union exclusively for its members. Such usage by the Union shall be subject to the Computers & Network Employees Use Policy and Procedure or such other related policies or regulations of the Library. The Union agrees that such postings on the electronic communication system will be in 'text only' format and the content of such postings shall not be inflammatory in nature.

- 3.7 Agendas and Minutes of Board Meetings A copy of the agendas of meetings of the Library's Board of Trustees, as well as approved minutes of meetings, shall be provided upon request to the CSEA Unit President.
- 3.8 Release Time for Union President The Union's Unit President or designee shall be allowed to attend scheduled Joint Labor/Management meetings at the Liverpool Library and be provided with 15 minutes weekly in an unoccupied meeting room at the Library to investigate and process grievances. If additional time is needed, prior approval must be obtained from the Administrator of Personnel.
- 3.9 Meeting Space Upon application, pursuant to the Library's established procedures, the Employer will permit the Local CSEA Unit to use meeting space on its premises. CSEA shall use its best efforts to request the use of such space at least 48 hours in advance and shall attempt to schedule its meetings at times which will least interfere with the use of the Library by the public. The Union shall have no right to displace any Library or community group that has previously been granted use of Library facilities. The Union

will be responsible and will take reasonable precautions to protect the property of the Employer and will return the premises so used in the same condition in which it received them.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as expressly limited by other specific provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by the Employer, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of the Employer programs.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 **Seniority** - Seniority shall commence upon the effective hiring date of an employee, full-time and part-time and followed by continuous service thereafter with the Library in a title recognized by this Agreement except as modified by Civil Service Law. This definition shall also apply to the term "anniversary date"; "initial employment date" or "IED" as may be used in this Agreement.

Where two or more employees have the same date, seniority as defined herein shall be determined by the last number of the employee's social security number on file with the Employer; that is, the larger the number, the greater the seniority. In the event that this does not determine seniority, the next to last number and last number shall be used to determine seniority; that is the larger the number, the greater the seniority.

- 5.2 Employees shall have the right, in the presence of the Personnel Manager or designee, upon at least 48 hours notice to the Director, to review the contents of their personnel files, except pre-employment data, and shall have the right to have a CSEA representative present during such review.
- 5.3 No material critical of an employee shall be placed in his or her personnel file unless the employee has had an opportunity to review the material and is provided with a copy. The employee, within five days of his or her receipt of such material, shall have the right to file a response thereto; such response will be attached to the critical material.

5.4 Posting of Vacancies

- A. The Employer shall post notice of vacancies in new or existing full and part-time positions at least ten (10) calendar days before the date on which the position is to be filled. Announcements of such vacancies shall contain the title of the position to be filled, and the minimum qualifications required for appointment. The Employer maintains the right to determine whether a vacancy is to be filled.
- B. When such vacancies are posted as provided herein, employees who wish to be considered for appointment or assignment to such vacancies shall submit an application, in writing, within five (5) calendar days following the posting.

5.5 Appointment to Vacancies

- A. Non-Competitive/Labor Class: In accordance with Civil Service Law and the policies and practices of the Library, appointment to vacancies in the Non-Competitive and Labor Class shall be awarded to a candidate who best meets the qualifications established by Civil Service (Onondaga County Department of Personnel) and the Library.
- B. Competitive Class: Appointments to vacancies in the Competitive Class shall be awarded in accordance with Civil Service Rules and Regulations (Onondaga County Department of Personnel.
- C. Seniority: In determining appointments to non-competitive and labor class positions or promotional appointments to competitive class positions, and consistent with Subsections (A) and (B) above, the Employer and Union agree that all relevant factors shall be taken into consideration. In the event that qualifications, experience, skills and abilities for two or more applicants are determined by the Employer to be equal, seniority shall be the determining factor.

ARTICLE 6 - NON-DISCRIMINATION

The Employer and the Union shall administer their obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of age, sex, marital status, race, color, creed, national origin, political affiliation, handicapped condition, military status, sexual orientation, religion or any other legally protected class.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Basic Principles

- A. The purpose of this grievance procedure is to secure, at the earliest possible step, equitable solutions to grievances. Informal discussion prior to the filing of a formal grievance is the accepted practice.
- B. An employee has the right to present a grievance in accordance with this grievance procedure, without fear of coercion, interference, restraint, discrimination or reprisal.
- C. A Union representative shall have the right to be present and represent the aggrieved employee at each stage of this grievance procedure.

7.2 Definition of Grievance

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

7.3 Grievance Procedure

The grievance procedure shall be as follows:

A. Step 1 (Director or Director's Designee)

The employee shall present his or her grievance to the Director or Director's designee, on the form attached hereto as Appendix A, within 15 days following the date on which the employee knew or should have known of the act or omission giving rise to the grievance. The grievance shall contain a short, plain statement of the act or omission giving rise to the grievance; shall specify the section or sections of this Agreement which the Union claims have been violated; and the remedy the Union seeks. The Director or Director's designee shall reply to the employee, in writing, within five days of the date the grievance was received and acknowledged by the Director or Director's designee.

B. Step 2 (Board)

In the event that the Union wishes to appeal the Director's **or Director's designee** decision, it shall submit an appeal to the Chair of the Employer's Board, in writing, within five days of the receipt of the Step 1 decision. The appeal shall contain a short, plain statement of the reasons the Union disagrees with the Director's **or Director's designee** decision. The Board of Directors, or a committee appointed by the Board, shall meet with the aggrieved employee and his or her Union representative, at a scheduled Board of Trustees meeting, and shall issue a written decision within 20 days of the date on which the appeal was presented to the Board of Trustees. Such appeal shall be held in Executive Session.

C. Step 3 (Advisory Arbitration)

- 1. In the event the Union wishes to appeal a decision of the Board, it may appeal to arbitration by filing a demand for arbitration with the Director within 20 days of the receipt of the Board's decision.
- 2. The demand for arbitration shall identify the issues the Union seeks to submit to arbitration and shall specify the section or sections of this Agreement that the Union claims have been violated and the remedy it seeks. The demand for arbitration may not add to the issues previously raised before the Board, and, in the event that such an issue is raised, the matter shall be returned to the Board for further reviewed.
- 3. The Arbitrator shall be selected from the list of arbitrators established by the Public Employment Relations Board and by the rules of that Agency establishing procedures for grievance arbitration.
- 4. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue present, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Employer or the

Union contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the Arbitrator shall be required, upon request from such party, to rule upon the question of an arbitrability in advance of receiving evidence upon any other issue.

- 5. The decision and recommendation of the Arbitrator shall be advisory to the Board.
- 6. All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

7.4 General Provisions

- A. As used in this grievance procedure, "days" means "calendar days."
- B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified in this Article will be extended only by mutual consent.
- C. Failure by the Employer to meet the time limits specified herein shall permit the Union to advance the matter by appeal to the next step of this procedure. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred.
- D. The settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a settlement or award be retroactive to a date earlier than 30 days prior to the date when the grievance was first presented or the date the grievance occurred, whichever is later.
- E. In the event service of a grievance answer or appeal is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement that is dependent upon receipt of the document shall be extended by three days.

ARTICLE 8 - DISCIPLINE AND DISCHARGE PROCEDURE

- 8.1 The following procedures shall be the exclusive procedure utilized for disciplinary and discharge matters for all permanent employees covered by this Agreement and who have satisfactorily completed the initial probationary period with the Library as provided by local Civil Service Rules and Regulations. It is also the intent of this Article to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75 and 76 of the New York State Civil Service Law.
 - A. In the event the Library issues a non-disciplinary counseling memo, it shall be reduced to writing and acknowledged by the employee.
 - B. Disciplinary action shall include, but is not limited to, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be deemed appropriate by the Employer. An employee shall be entitled to

representation by the CSEA at each step of the discipline and discharge procedure. An employee shall be entitled upon request to have a CSEA Representative present if, as a result of an investigation, an employee is asked by the Employer to sign a statement for purposes of attesting to or admitting incompetence or misconduct.

- C. Service of the notice of discipline shall be made by personal service to the employee with the Unit President or his/her designee receiving a copy, if present at the time. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested to the employee with a copy sent to the Unit President or his/her designee.
- D. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to date, times and places and shall state any proposed penalty being sought. The notice of discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance through the Union within five (5) workdays after receipt of notice of discipline if he/she disagrees with it.
- E. Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's. Employees shall be given the opportunity to resolve the proposed discipline by settlement and to be represented by a Civil Service Employees Association representative, and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing, which shall be the form set forth in Appendix A and shall be final and binding upon all parties subject to the approval of the Director with a copy of same to the President of the Civil Service Employees Association, Liverpool Public Library Unit (with the exception of oral reprimands).
- F. In instances when disciplinary action is to be preferred against a bargaining unit employee, the employee shall not be suspended from employment prior to the completion of the second step of the grievance procedure contained in Article 7 of the current Agreement unless, in the opinion of the supervisor and the Director or their authorized designee, the employee presents a danger to the health and/or safety of one's self or another or disrupts the operation of the department where the employee is situated.
- G. Disciplinary action against an employee, which shall be issued in accordance with the form attached hereto as Appendix A, may be appealed by filing a written grievance through the Union within five (5) work days after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Union as a Step Two grievance and, if necessary, through the arbitration step (except oral reprimands).
- H. In instances where an employee is suspended or terminated from employment prior to the completion of the second step of the grievance procedure contained in Article 7, a Step Two Grievance meeting shall be convened by the Employer within five (5) working days after receipt of a Step Two grievance as provided above. The Board shall render a decision in writing to resolve the matter within seven (7) calendar days after conclusion of the Step Two meeting. Failure to file an appeal within the

timeframe hereinabove specified will constitute acceptance of the penalty, as proposed by the Employer, by the employee and settle the matter in its entirety.

- I. In instances where an employee has been suspended in excess of twenty (20) working days or discharged as a result of a Step Two decision, the Union may, on behalf of the suspended/discharged employee, proceed to arbitration as set forth in Step 3 of the grievance procedure.
- J. The disciplinary arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendments or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.
- K. The arbitrator shall have the power to rule on all evidentiary issues.
- L. Rather, the disciplinary arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty.
- M. If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe then, as may be determined by the arbitrator, the employee shall be reinstated and compensated for all time lost, and all other rights and conditions of employment less the amount of compensation which he/she may have received on other employment or in the form of any type of State or Federal benefits since his/her suspension or discharge from Public Service.
- N. The decision of the Arbitrator shall be final and binding upon all parties.
- 8.2 The Employer shall not lock out the employees covered by this Agreement during the term of this Agreement.

ARTICLE 9 - WORK DAY/WORK WEEK

9.1 Work Day/Work Week

The standard work-week is Monday to Sunday. A normal work schedule is established for each employee upon that person's hire.

The Employer agrees to post work schedules in advance of the effective date and to provide prior notification of any change made therein to affected employees. Notification of changes to an employee's work schedule shall occur in writing, thirty (30) days prior to the change being made and copies shall be provided to the CSEA unit president or his/her designated representative.

The Employer agrees to provide, whenever possible, ten (10) days advance notice to employees who will be affected by a change in duties that will result in a permanent assignment of that employee (i.e., change in location or change in person to whom that employee will report as a result of such permanent reassignment).

9.2 Breaks

Each full-time or part-time employee is allowed a relief period of fifteen (15) minutes for every three (3) consecutive hours worked. Breaks may not be used for a late arrival to work or an early departure from work. They are to be used during the course of the work-day.

Meal Breaks

Employees may elect to take either a non-paid half-hour or a non-paid hour meal break, depending on their work schedule and the needs of their department, as determined by the supervisor. Any election by employee to take either a non-paid half hour or non-paid hour meal break cannot be used to permanently alter the employee's work schedule.

Break Area/Staff Rooms

The Employer agrees to continue to provide Staff Rooms for the welfare, comfort and convenience of the staff. Staff members are expected to maintain clean and sanitary surroundings.

Compensatory Time

Compensatory time can be accrued to the maximum amount of twenty-one (21) hours. Once this maximum is reached, no other compensatory time may be accrued until all, or part, of the hours has been used. The following reasons qualify for compensatory time service:

- A. for emergency service, as determined by the supervisor or Director
- B. for involvement in Library sponsored programs and meetings scheduled outside of regular work hours, where rescheduling of the regular work day is not posted
- C. to complete a task specifically requested by the Library, which is not a part of the employee's job description;
- D. for other circumstances mutually agreed upon by the Director or the Director's designee and the employee.

Compensatory time may be earned only with the supervisor's advance approval. Employees may suggest the need for compensatory time service with their respective supervisor.

Compensatory time for all employees is given at the rate of one hour for each hour worked, to the point where the full-time employee has worked a total of forty hours in one workweek. Compensatory time accrued beyond the forty hour total, is compensated for at the rate of one and one-half hours for each hour of compensatory time accrued.

9.4 Unscheduled Closings

At any time that it is deemed necessary for the Library to close due to circumstances such as inclement weather, or any other Library emergency, the following shall apply:

- A. All staff that arrives to work will be paid their normal pay.
- B. All staff that were scheduled to work that day and did not call in sick, or use a personal or vacation day but the library closed before they could arrive will be paid their wage for the day.
- C. All staff that were scheduled to work that day but were called and told not to come to work because the Library was closing will be paid their wage for the day.
- D. Staff that call in late and do not arrive before the library makes the decision to close will be paid their wage for the day.
- E. Any staff that call in sick, or used a vacation or personal day more than two hours before the library decided to close will not be credited back their time. However, any staff that call in and take a vacation day or a personal day **within** two hours of the start of his or her shift because of inclement weather, will be credited back their time and be paid his or her wage for the day if the library subsequently decides to close.
- F. Any staff that had previously approved sick, vacation or personal time before the library decided to close will not be credited back their time.
- G. Subject to the approval of a supervisor or his/her designee, a staff member will be allowed to leave work early due to weather conditions (in order to arrive home safely) and be allowed to use any accrued paid time off to cover that time period, or use flex time with the approval of a supervisor.
- H. In the case that the library does not open for business due to weather, power outage, etc., the following conditions will apply:
 - 1. All staff scheduled to work that day will be paid their wage for the day.
 - 2. All staff with previously approved sick, personal or vacation time off will not be credited their time back if leave was taken more than two hours before the time that the Library closes. If sick, personal or vacation time is approved within 2 hours of the Library's closing, employees will be credited their time back.

9.5 Conferences/Workshops

Attendance at conferences, meetings or workshops, that are assigned or approved by the Library Director or Director's designee, have direct applicability to the employee's job duties and which occur on a day or days that are not part of the employee's regular schedule shall be considered as paid time. Alternatively, voluntary flex-time may be utilized or compensatory time may be accrued for time spent attending such events.

Specific information for each workshop will be given as each is posted.

Conference items are subject to advance approval by the Director or Director's Designee.

ARTICLE 10 - COMPENSATION

10.1 Unit employees shall receive the following raises to their current salary:

Effective 7/1/17, a percentage increase of 3.00%

Effective 7/1/18, a percentage increase of 2.75%

Effective 7/1/19, a percentage increase of 2.75%

Award for Service - A separate award for service shall be paid annually to employees who have completed at least ten (10) years of continuous service to the Library. The award shall be paid to eligible employees on or about January 1st of each year. The award for at least ten years of completed full-time service shall be \$200.00. For part-time employees, the award shall be \$100.00. The award shall not be added to the employee's base salary for calculation of future compensation increases.

A. Effective July 1, 2017 - **New Hires** as Librarian I and current Librarian 1s making less than \$37,000 will receive an upgrade to \$40,000, with no contractual wage increases during the term of this agreement.

Effective July 1, 2018 – **Current** Librarian 1s making more than 37,000, but less than \$40,000 will receive an upgrade to \$40,000 and 1% wage increase.

Effective July 1, 2019 - Librarian 1s making more than 37,000, but less than \$40,000 will receive an upgrade to \$40,000 and 1% wage increase.

B. Employees who receive a wage increase during the term of this agreement due to New York State minimum wage increase will not receive any contractual wage increase during the same term.

10.2 Entry Level Salaries/Pay Rates - See Appendix B

The Library reserves the right to increase minimum entry-level rates for positions based upon its assessment of conditions affecting such rates and the availability of qualified applicants.

10.3 Compensation for Sunday Work Shifts

All employees who are scheduled to work on Sundays shall receive 1.4 hours' pay or compensatory time off for each hour worked.

It is further understood and agreed that, in order to more properly address record keeping and employee work verification requirements, the Employer must exercise its managerial prerogative to implement, on notice to the Union, a procedure for verifying hours worked by employees covered under the Agreement.

10.4 Call-in & Call-Back Pay

- 1. A bargaining unit member who is called in to work outside of their normal work schedule for an emergency/non-emergency problem shall receive a minimum of one (1) hour's pay at the workplace plus any travel time to and from the workplace at their regular hourly rate of pay.
- 2. A bargaining unit member who is called back or called in to work outside of their normal work schedule for public service coverage shall be scheduled a minimum of two (2) hours and be paid at their regular hourly rate.

ARTICLE 11 - LEAVE BENEFITS

All full-time employees and part-time employees (on a prorated basis) covered by this Agreement shall be entitled to the following leave benefits set forth in this Article:

11.1 Vacation

Vacation leave shall be earned by full-time employees, and by part-time employees (on a pro rata basis) in accordance with the following schedule:

Years of Service	Days Entitlement
1 through 3	10 days
after 3 through 6	15 days
after 6 through 10	20 days
after 10 through 15	1 additional day each year to a maximum of 25 days

Vacation leave shall be fully earned, credited and available for use on January $1^{\rm st}$ of each calendar year.

At the completion of one (1) full year of employment, a new employee has earned ten (10) days of vacation leave. If desired, the employee may use five (5) days of this first year's entitlement upon completion of six (6) months of service, then leave the remaining five (5) days to be used after the employee's first anniversary date.

Employees may accumulate and carry over ten (10) unused vacation days into the following calendar year not to exceed a total accumulation of thirty-five (35) vacation leave days.

Limitations:

If an observed legal holiday falls within an employee's vacation period, such day will not be charged against accumulated vacation leave credits.

Vacation leave credits will not be earned or accumulated during any month where an employee is absent without pay or is being paid through donated Sick Leave more than 50% of the working days.

Any vacation leave use shall be subject to approval by the Supervisor, Director or Director's Designee. Employees shall be notified in writing of approval or disapproval within five (5) days of receipt of such request. To assure continuation of essential services, no more than one third (1/3) of the staff of any department or division may be granted vacation at the same time, except upon approval of the Library Director.

To insure fairness to each employee, where all other things are equal, a vacation schedule shall be established with an employee's length of continuous service in Library employment as the criterion for scheduling preference.

NOTE: When leave time is requested and approved, and the employee is on such approved leave, all such days off must be charged to the approved leave category and may not be converted to any other leave category during such leave except in cases of death in the employee's immediate family as defined herein under Bereavement Leave. In such cases, up to five (5) days of vacation leave (unless other extenuating circumstances surface) may be converted to bereavement leave (subject to the discretion of the Director).

11.2 Sick Leave

- A. Full time, and part time employees on a pro rata basis, are entitled to paid sick leave at the rate of one day per month credited monthly (total: 12 days per year). Sick leave will be computed during the calendar year.
- B. The Director or the Board of Trustees, in their sole discretion, may require an employee to submit a physician's certificate for any claim against sick leave. Unused sick leave may be accumulated to a total of 200 days.

The 200-day total is the maximum a unit employee may carry over from year to year. However, said unit employee will continue to accrue paid sick leave at the rate of one day per month during any calendar year (prorated for part-time employees) with the understanding that the maximum sick leave bank to carry over to the following year will be at 200 days.

C. Sick leave shall not be earned when the employee is absent without pay or paid through donated sick leave for more than 50% of the working days in the applicable period.

11.3 Personal Leave

Employees may accumulate and carry over up to two (2) unused personal days into the following calendar year. Any additional personal days remaining unused at the end of the calendar year shall be converted into sick leave, up to the maximum of 200 days of sick leave.

After one (1) full year of continuous employment, personal leave is earned and credited at a rate of one-half (½) day per month for regular full-time employees on the permanent payroll up to a maximum of six (6) days to be used for religious observance or personal business. Part-time employees on the permanent payroll earn personal leave on a pro rata basis.

Personal leave may be granted only with the approval of the supervisor upon the written request of the employee.

Personal leave is not earned when the employee is absent without pay or paid through donated sick leave for more than 50% of the working days in that month.

11.4 Bereavement Leave

For employees on the permanent payroll, leave of absence with pay because of death in an employee's immediate family may be granted for up to five (5) working days. Immediate family includes spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, a person occupying the position of a parent or child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a close relative who is an actual member of the employee's household.

Leave with pay of two (2) working days may be granted to employees in the event of death of non-immediate family.

Leave with pay of one-half (1/2) working day may be granted to employees in the event of a death of a friend or neighbor.

11.5 Jury Duty and Court Attendance

Upon showing of proof five (5) days in advance of a call to jury duty or to attend court pursuant to a subpoena or other court order not as a party to the litigation, an employee scheduled to work shall be granted leave with pay for such purpose by the supervisor. Such leave with pay shall be applied, regardless of shift assignment, in units of days or half days, depending on the schedule of jury duty service. Employees who are placed on an "on-call" status by the jury shall be required to report for work if so scheduled and shall be released for jury duty in the event the employee is summoned.

Employees who are scheduled to work Saturdays and Sundays will have their work schedules adjusted to work Monday through Friday during jury duty except in instances of bona fide emergencies where the employee is needed to work and cannot be replaced.

11.6 Civil Service Examinations

Employees with permanent Civil Service Status on the payroll shall be allowed time off with pay to take open competitive or promotional examinations relating to Civil Service Titles in the LPL / CSEA bargaining unit, if such examination is scheduled during the employee's regular work hours.

A provisional employee shall be allowed time off with pay to take the examination for the position in which he or she is serving provisionally, if such examination is scheduled during the employee's regular work hours.

11.7 Sick Leave Donation

The sick leave donation program is intended for use in the event of a serious health condition or injury on the part of an employee, as interpreted by the Family Medical Leave Act of 1993.

All full-time and part-time employees are eligible to participate in the Library's Sick Leave Donation Program.

The sick leave donation program enables any employee in need of sick leave due to the exhaustion of that employee's own accrued leaves to request consideration to receive sick leave donated by other employees. Donation of sick leave by employees is strictly voluntary.

Requests in writing, for sick leave donations may be made by the employee in need or that employee's designee. A physician's statement verifying the need must accompany the request.

Employees will be notified of the employee's need. Disclosures pertaining to the employee's medical condition can be made only when that employee provides written permission that includes the specific language to be used in the disclosure. Without written permission, strict confidentiality will be maintained.

Sick leave donated by employees will be immediately available to the employee in need.

The maximum number of days a sick leave donation program recipient may receive is one hundred twenty (120) per calendar year.

The minimum amount of sick leave an employee may donate is one hour. A donor employee may donate no more than one-half of the total amount of sick leave he or she will earn during the year in which the donation is made. The donor must have this amount of sick leave available in her or his sick leave account at the time of the donation. This limitation applied whether the leave is donated all at one time or in increments at various times throughout the leave years.

The need for sick leave donations ends when the recipient is no longer affected by the medical condition that precipitated the request or upon the resignation or termination of that employee.

Unused sick leave donations are not available to the employee for whom they were donated in any form, or as an accrual to any of that employee's leaves, both while an active employee or, upon resignation from the Library.

Any unused sick leave donation time will be returned to the donors, prorated according to the amount of time donated by each employee. At no time will any sick leave donor receive more time than the amount of sick leave that employee donated.

If an employee has been cleared to return to work on a part-time basis as per physician's directive, upon the approval of the Director, he or she shall be entitled to continue receiving pro-rated donated leave through a separate bank.

11.8 Family Leave

All permanent employees who have been employed at the Liverpool Public Library for at least one year are entitled to family leave.

Family leave consists of an unpaid leave of up to twelve weeks during any twelve-month period. The leave may be taken on a part-time or intermittent basis.

It is available to care for a newborn, adopted or foster child, to care for an immediate family member (parent, spouse, child) with a serious illness or to care for the employee's own health condition in the event that it prevents the employee from performing adequately on the job.

Health benefits continue during the family leave period. The employee on leave and the Library continue to contribute toward health insurance premiums at exactly the same levels as before the family leave period. The overall cost of health insurance benefits will not increase for the employee during the family leave period.

An employee returning from family leave will be reinstated to the same position occupied before the leave or to an equivalent position. Benefits accrued and salary level attained before the leave will remain intact.

Employees must give the Library thirty (30) days notification of any foreseeable leave.

ARTICLE 12 - HOLIDAYS

The Library will be closed all day on the following paid Holidays:

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Eve

Christmas Day

Labor Day

The Library will be closed all day on the following days which are Scheduled, Unpaid Closings:

Easter Sunday

The Sunday before Memorial Day.

- A. Each employee covered by this Agreement shall receive four (4) floating holidays per year to be granted and scheduled only with the approval of the supervisor, upon written request of the employee.
- B. Employee must work day before and day after to receive holiday pay unless the days off were prior approved, with the exception of sick leave.
- C. Holiday pay is not earned when the employee is absent without pay or paid through donated sick leave for more than 50% of the working days in that month. Holiday leave that is banked must be used within twelve (12) months.

Both full-time and part-time staffs are granted paid holidays. A "day" for a part-time staff member is prorated according to that person's work schedule.

Additional paid holidays related to any of the above-mentioned holidays may be added at the discretion of the Board of Trustees upon recommendation of the Director.

The Library shall annually post the listing of paid holidays and other days on which the Library will be closed. Paid holidays for employees are not to be confused with scheduled closed days for all employees.

In the event that the Library determines that additional scheduled closings are necessary for reasons that do not relate to inclement weather or other Library emergency, but instead are required because of circumstances beyond the control of the Library (i.e., construction, renovation or repair schedules) the Library will provide as much advance notice as is possible under the circumstances to the affected employees and offer each the option to schedule an additional day of work or to utilize a paid leave day from the employee's accumulated vacation leave, personal leave, or use of a floating holiday.

When a holiday falls on a day that an employee is not <u>regularly</u> scheduled, the employee will be credited *paid leave time*.

In the event that the Library schedules a closing that is not a paid holiday, employees whose regularly scheduled work day falls on the day of the closing may take paid leave or leave without pay, or may request to work an alternative day within the same pay period, subject to the approval of the supervisor. Such request shall not be unreasonably denied.

ARTICLE 13 - HEALTH/DENTAL INSURANCE

The Library shall continue to provide health/dental insurance benefits to all full-time employees at the same benefit level and rates as provided to other non-bargaining unit employees.

Regular part-time employees may obtain health/dental insurance coverage as provided through this Agreement. The responsibility for payment of the entire premium for such coverage shall be borne by the part-time employee.

In the case of the death of a current employee or retiree who is enrolled in the Library's existing health plan, the surviving spouse will be allowed to continue to carry the medical and dental coverage for a period of one (1) year at the same contribution rate of bargaining unit employees. The surviving spouse will be ineligible for the health insurance benefit if she/he is Medicare eligible.

Effective July 1, 2008, the prescription co-pay for unit employees will be \$5.00 generic and \$10.00 for name brand prescription. Mail order will be \$10.00 generic and \$20.00 name brand.

13.1 Health/Dental Insurance

Health/dental insurance is available to all full-time employees. Information on types of health/dental insurance available may be obtained from the personnel office.

- A. The employer reserves the right to self-insure, alter benefit plans, or change the benefit carrier for the benefit program provided that any new plan or change shall be substantially equivalent in coverage and/or benefits as provided by the current benefit plans. The employer shall notify the Association not less than forty-five (45) business days prior to the effective date of such change or alteration.
- B. The employer shall have the option to change health/dental insurance carriers, providing all benefits of the new carrier are substantially equal to or better than the benefits now being provided. In the event the employer plans to change the health insurance/dental carrier, it shall submit such new program to the Union for its review at least forty-five (45) days prior to the effective date of the intended change.
- C. The parties recognize and agree that, because of potential future health insurance premium increases to the Library, the Board may determine that portions of such increases shall be borne by the employees of the Library. The Employer and the Union agree that, upon such determination being made by the Board but prior to the actual implementation of such increases, the Employer shall notify the Union and provide the opportunity for the Agreement to be reopened to the extent that any and all economic related items, benefits, or plans may be reviewed and adjusted by mutual agreement so as to attempt to address the impact of such health insurance premium increases on bargaining unit employees.

This Agreement to reopen, under the above circumstances, shall not limit the parties from reviewing such items at other times through the Labor Management Committee or such other processes as may be determined to be productive.

13.2 Life Insurance

Life insurance is available to all full-time staff members. Information may be obtained from the Personnel Office.

13.3 Workers' Compensation

All employees are covered by the Library's participation in the Workers' Compensation Insurance program for injuries received on the job.

13.4 Unemployment Insurance

Persons leaving the employ of Liverpool Public Library may qualify for unemployment insurance benefits through the New York State Department of Labor.

Criteria for eligibility for unemployment insurance benefits is established by the Department of Labor and includes, in general, those claimants who demonstrate recent substantial attachment to the labor market, who are out of work through no fault of their own, who are ready, willing and able to work and who are actively seeking suitable employment.

All specific questions should be referred to the New York State Department of Labor.

ARTICLE 14 - RETIREMENT/RESIGNATION

Employees covered under this Agreement are covered in the New York State and Local Employee Retirement System subject to the eligibility requirements of the Plan. Information may be obtained from the Personnel Office.

14.1 Benefits upon Retirement and/or Resignation

Upon resignation or retirement, permanent employees will have their remaining <u>personal</u> leave converted to sick leave and will be paid for the converted hours in accordance to the guidelines delineated in the contract for payment for unused sick leave.

Upon resignation or retirement, permanent employees are entitled to receive payment for unused sick leave as determined by the following:

0 - 4+ years of service: No payment

5 - 9+ years of service: 10% of accrued leave 10 - 14+ years of service: 25% of accrued leave 15+ years of service: 35% of accrued leave

Upon resignation or retirement, permanent employees will not be paid for any remaining floaters.

Upon resignation or retirement, permanent employees will be paid in full for all unused vacation leave.

In cases of voluntary termination, an employee forfeits the right to be paid for any accrued paid time off if the employee does not provide the Employer with two (2) weeks advance notice of termination; unless approved by the Director for those who may have extenuating circumstances.

14.2 Health/Dental Insurance Benefits for Retirees

Health/Dental insurance will be paid at the same contribution level as bargaining unit employees, for any full-time employee who retires from employment during the term of this Agreement upon resignation from Liverpool Library, contingent upon the following:

For employees hired before July 1, 2017: The employee must have completed no less than ten (10) years continuous employment at Liverpool Library at the point of resignation and retirement.

For new hires on or after July 1, 2017: The employee must have completed no less than fifteen (15) years continuous employment at the Liverpool Public Library at the time of resignation and retirement. Part time employee's years will be prorated and Date of Benefit will determine eligibility.

The employee must be eligible to collect her or his pension from the New York State Employees' Retirement System immediately upon retirement.

Employees able to take advantage of this benefit will carry the same health/dental insurance during retirement as offered to bargaining unit employees until the employee reaches the age of 65. At that point, Blue Cross/Blue Shield coverage converts to Blue Cross/Blue Shield Extended and the employee becomes eligible for Medicare.

Additional coverage may not be added to the retiree's health/dental insurance package after retirement.

14.3 Resignation

Employees are expected to submit their resignations to the Director at least two (2) weeks in advance of the final date of employment. Coordinators are expected to submit their resignation to the Director at least thirty (30) days in advance of their final date of employment.

All staff leaving the employ of the Library shall participate in an exit interview with a designated administrator at an appropriate time before the final date of employment.

ARTICLE 15 - LAYOFFS AND RECALL

15.1 Layoff Procedure

- 1. In the event of a layoff, the Employer shall provide an employee who is to be laid off with written notice of the layoff at least sixty (60) calendar days prior to the effective date of the layoff.
- 2. In the event of a layoff, the following procedure shall be followed.
- 3. Competitive Class: Employees occupying positions in the competitive class of the classified service shall be covered under the procedures of the Civil Service Law.
- 4. Non-Competitive, Labor, and Exempt Class: When a layoff of a non-competitive, labor, and/or exempt class title occurs, the employee in the affected title with the least service seniority shall be the first to be laid off.
- 5. A laid-off employee shall be paid for all unused vacation and other available compensatory time up to 21 hours, if requested.

15.2 Recall

Competitive Class: Recall of a competitive class employee shall be in accordance with the Civil Service Law. A laid-off employee shall remain on a recall list for a period of four (4) years.

- 1. Non-Competitive, Labor and Exempt Class: If a vacancy occurs in a title within any department within the Library a laid off employee in the same title with the most seniority will be recalled. A laid-off employee shall remain on a recall list for a period of four (4) years.
- 3. Notification of Recall: Notification of recall shall be sent to the laid off employee by certified or registered mail to the employee's last address on file with the Employer. Failure of the employee to notify the Employer of his/her intent to return to the Library employment within fifteen (15) calendar days of the recall notification shall result in his/her name being removed from the recall list.
- 4. A laid off employee who is recalled shall have any previously earned, unused and unpaid personal leave and sick leave accruals restored.

ARTICLE 16 - LABOR-MANAGEMENT COMMITTEE

- 16.1 A Labor-Management Committee is hereby established. This Committee shall meet periodically to consider matters of mutual concern, such as methods of improving working and safety conditions, productivity and cost saving procedures and to help promote better Union-Employer relations.
- 16.2 The Labor-Management Committee shall meet once every three months, or more often upon request of either party. The proposed agenda for the meeting will be provided by the Union seven (7) days in advance. If no agenda is provided, the meeting may be cancelled or postponed at the option of the Employer or the Union.
- 16.3 The Labor-Management Committee shall be comprised of two members on each side in addition to a Union representative and the Director.
- 16.4 The scheduling of Labor-Management Committee meetings will not disrupt the operation of the Employer. Members of the Committee who are scheduled to work at times during meetings of the Committee shall be given release time to attend the meeting.
- 16.5 The Labor-Management Committee shall have no power to add to or amend this Agreement.

ARTICLE 17 - MISCELLANEOUS

17.1 Tax Sheltered Annuities

The Liverpool Library participates in the Liverpool Central School District's TSA program (403 (b) Plan).

A list of companies participating with the School District may be obtained in the Personnel Office.

17.2 Staff Development

Staff members are encouraged to participate in staff meetings, on-the-job training, the pursuit of further education and participation in professional organizations and conferences to insure staff performance and job satisfaction. Financial support for such activities will be provided through the annual budget to the extent possible.

17.3 Tuition Reimbursement

Tuition reimbursement for course work may be available to any employee who has been employed at Liverpool Public Library for one (1) year or longer. Both full-time and part-time employees are eligible.

Applications to receive tuition reimbursement must be made to the Director. A response to the application will be given within sixty (60) days of receipt.

Courses pursued must have a direct relationship to the employee's library responsibilities or Library Science Studies.

Awards for tuition reimbursement will be made on a rotating basis.

All or part of the cost of a course reimbursement may be granted based upon the funds available upon satisfactory completion of course work.

Courses pursued may be on the undergraduate or graduate level.

17.4 Credit Union

Credit Union membership is available to all employees through the Liverpool Central School District.

Information about Credit Union membership and benefits can be obtained from the Personnel Office.

17.5 Employee Assistance Program

An employee assistance program chosen by the Employer is a support and referral service available to all full-time and part-time employees. EAP is free, confidential, and voluntary. Help is available, but not limited to the areas of marital problems, alcoholism, drug abuse, financial strain or legal problems.

17.6 Payroll - Direct Deposit

Direct deposit is available to all employees of Liverpool Library.

Paychecks may be sent to as many as three different financial institutions, one account at each. Your entire check must be deposited.

Additional information may be obtained from the Personnel Office.

17.7 Parking

Staff parking is available to employees on an 'as available' basis. Staff members may not park in any private parking areas.

ARTICLE 18 - VISION CARE PLAN

Upon provision to the Employer of vision care rates and coverage by the Union, the parties agree to discuss the inclusion of such plan in this agreement. Such inclusion is subject to negotiations between the parties. The Employer is not obligated to agree to the inclusion of vision care benefits.

ARTICLE 19 - PRINTING OF AGREEMENT

The Union will be responsible for reproducing this Agreement and for its distribution to current employees in the negotiating unit. The Employer shall receive a reasonable number of copies of the printed agreement for its own use, without charge.

ARTICLE 20 - SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared by any court of competent jurisdiction or any administrative agency having jurisdiction to be illegal, void and/or invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision declared illegal, void, and/or invalid had never been incorporated in this Agreement and the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 21 - CONCLUSION OF NEGOTIATIONS

- 21.1 This Agreement is the entire agreement between the Agency and the Union, terminates all prior agreements, practices and understandings and concludes all collective negotiations during its term.
- **21.2** Nothing in this Article shall be construed to avoid the necessity for "impact" negotiations, when such negotiations are authorized by law.

ARTICLE 22 - TAYLOR LAW REQUIREMENT SECTION 204-A

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23 - CONFORMITY TO LAW

This Agreement and its component provisions are subordinate to any present or future Federal or New York State law and regulations. If any Federal or New York State law or regulation, or the final decisions of any Federal or New York State court or administrative agency affects any provisions of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

ARTICLE 24 - TERM OF AGREEMENT

The Liverpool Public Library	day of July, 2017. The CSEA		
Dorothy Morgan Date Administrative Assistant	Frank Antonucci Labor Relations Specialist	Date	
Martha Hopper Date Business & Employee Resources Assistant	Edina Osmanovic Negotiating Team Member	Date	
Robin Davis Date Human Resources Manager	Laura Schilling Negotiating Team Member	Date	
	Dave Witkowski Negotiating Team Member	Date	

CSEA, LOCAL 1000 AFSCME/AFL-CIO LIVERPOOL PUBLIC LIBRARY GRIEVANCE FORM

Name:	SS#:		
Home Address:			
Street	City	State	Zip
Home Telephone #:	Work Telephon	ne#	
Department:	Job Title		
Date of Hire:			
STEP 1			
Contract Articles known to be vio	lated or involved:		
Date of Occurrence:			
Statement of facts - include names	s, dates what happened:		
Remedy Sought:			
Date Submitted:	Grievant's Signature		

Copies - Original to Employer; Employee; Unit President; Local President; Labor Relations Specialist

Note: Extensions of time limits must be mutually agreed to, **in writing**.

Step 1 <u>Within 15 calendar days</u> after grievant becomes aware, or should have become aware, of event constituting grievance, <u>Written</u> Grievance to Director. Discussion of issue between grievant, CSEA Representative and Director is <u>encouraged early</u> during this 14-day period prior to submitting written

grievance.

Step 1 Answer Within 5 calendar days after receiving written grievance, Director will

provide a Written Answer to Grievance.

Step 2 Appeal Within 5 calendar days of receiving written Step 1 Answer, or date a written

Step 1 Answer is due, grievant submit Written Appeal to the Chair of the

Board.

Step 2 Answer Within 20 calendar days of hearing the appeal in Executive Session, the Board

provides Written Answer to Grievance.

Step 3 Appeal - Arbitration - Within 20 calendar days of receiving Step 2 Answer or date when Step 2 Answer is due, CSEA may appeal to arbitration.

LIVERPOOL PUBLIC LIBRARY CIVIL SERVICE TITLES ENTRY LEVEL PAY RATES

The following entry-level salaries will be put into effect 7/1/17 (they represent a 10% increase)

POSITION	ANNUAL	HOURLY
Page	\$17,654	\$9.70
Library Clerk I	\$20,220	\$11.11
Custodial Worker I / Guard	\$22,750	\$12.50
Library Clerk II	\$23,751	\$13.05
Custodian I / Computer Equipment Specialist	\$26,645	\$14.64
Library Clerk III / Graphics Technician	\$27,719	\$15.23
Public Information Assistant / Account Clerk II	\$29,084	\$15.98
Librarian Assistant / Custodian II	\$30,940	\$17.00
Local Area Network Technical Support Specialist	\$35,035	\$19.25
Public Information Specialist	\$38,457	\$21.13
Librarian I	\$40,004	\$21.98
Librarian II	\$42,006	\$23.08
Librarian III / Systems Librarian	\$46,501	\$25.55