



**New York Library Association
Personnel Manual**

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1. HISTORY OF THE ASSOCIATION

The New York Library Association, popularly called NYLA, was founded in 1890 at the close of the annual convocation of the University of the State of New York. George W. Curtis, distinguished author and Chancellor of the University, Andrew Draper, Superintendent of Public Instruction, and Melvil Dewey, Secretary of the Board of Regents and State Librarian, were the chief sponsors of its organization.

On November 19, 1929, the Board of Regents for and on behalf of the Education Department of the State of New York, granted a provisional Charter incorporating Carl L. Cannon, Florence R. Van Hoesen, Augustus H. Shearer, Joseph D. Ibbotson, William F. Yust, Elizabeth M. Smith, Helena S. LeFevre, Frank L. Tolman and Esther Johnston, and their associates and successors, as a library association for the purpose of promoting library interests in the State of New York under the corporate name of New York Library Association, Inc., to be located in the City of Buffalo and State of New York, with the persons named as incorporators for its first Board of Trustees, to hold until their successors shall be chosen by the members of the Corporation, with power therein to increase or decrease its membership in such manner and upon such terms as shall be provided for by the general rules of the trustees, and with power with them, from time to time, by unanimous vote of their full Board, to fix their terms of office and their number to be not more than twenty-five nor less than five.

The provisional Charter was to be replaced by an absolute Charter if within five years the Corporation acquired resources and equipment sufficient and suitable for its chartered purposes in the judgment of the Regents of the University and if it maintained an association of educational usefulness and character satisfactory to them.

It was extended for an additional period of five years on May 16, 1941; and an Absolute Charter was granted the Association on December 20, 1946, continuing the Corporation with all its powers, privileges and duties.

NYLA is affiliated with the American Library Association as the New York Chapter of that national body. Members of the State Association include librarians of public, system, school, college and university and many special libraries, library trustees, and friends of libraries. From a membership of 43 in 1890, the Association has grown to a vital organization of several thousand members, representing not only the libraries of New York State but also including many members, State and institutional, from all over the United States.

The Association was the first statewide organization of librarians in the United States. NYLA has played a major role in the development and funding of an extensive network of librarians and library systems which serve the people of New York State. It is devoted to advancing library interests in this State and the United States.

2. OBJECTIVES OF THE ASSOCIATION

The New York Library Association, as a not-for-profit educational organization, has as its major objective the development and improvement of library and information services and the promotion of library and information professionalism throughout the State of New York.

NYLA's purpose is carried out through specific objectives and goals; established by NYLA Council and stated in NYLA's strategic plan.

3. PURPOSE OF THE MANUAL

This manual has been developed to provide employees information relevant to their employment with NYLA. This policy manual is not to be construed as a contract for employment. It is a policy and procedural manual only. It may be changed at anytime at the discretion of the employer.

4. ADMINISTRATION

- A. Council is the policy-making body of NYLA.
- B. The Executive Director, as the Chief Executive Officer, is responsible for hiring, training and supervising all staff. Responsibilities are reviewed annually by NYLA Council's Executive Committee.

5. WORK WEEK

- A. The normal workweek is Monday through Friday.
- B. A full time employee works 7 ½ hours each day or 37.5 hours each week. An unpaid lunch of ½ hour in length is required by law. A flexible work schedule may be permitted with the approval of the Executive Director.
- C. The office will be open from 8:30 – 4:30.
- D. The office will be closed on New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Thanksgiving Day and the day thereafter; and Christmas Day. In addition, there will be one floating holiday per staff member scheduled at the discretion of the Executive Director.
- E. At Annual Conference, all full-time staff are expected to be "on duty" and "on call" throughout the Conference. As compensation, the NYLA office is closed for 2 working days immediately following and staff is paid for these 2 days. Part-time staff work full-time during the conference and are compensated accordingly.

6. BENEFITS – GENERAL INFORMATION

- A. The Executive Board annually reviews benefits of the Executive Director and staff.
- B. Permanent part-time staff, working 20 hours a week or more, may receive prorated health insurance, and prorated annual and sick leave. Hourly, temporary or permanent part-time employees working under 20 hours are not qualified to receive benefits.

7. SALARY

- A. Salaries are paid biweekly and checks are distributed alternate Fridays.
- B. Salary is computed on a biweekly basis, the amount paid to each employee stipulated in the letter of appointment and in written form after each annual review.
- C. A time and leave record is maintained under the discretion of the Executive Director.
- D. Federal and state taxes and social security taxes are withheld automatically.

- E. Necessary travel, hotel and meal expenses are reimbursed for staff by NYLA when on official business according to travel reimbursement policies approved by Council.

8. INSURANCE

- A. NYLA provides disability and unemployment insurance coverage for staff. NYLA's employee registration number is 86-94224.
- B. NYLA provides eligible employees with individual health insurance coverage. An employee who wishes to have family coverage may pay the difference in cost. Detailed information is available from the Executive Director. NYLA will contribute for each full time employee an amount up to the equivalent of the average individual cost of all health plans offered through the Chamber of Commerce.
- C. Health coverage at NYLA's expense is terminated 30 calendar days from an employee's last official day of work in cases of:
 - Voluntary or involuntary termination of employment
 - Retirement
 - Prolonged unpaid leave as covered by NYLA policy (See 12 D)
- D. Employees may continue health coverage under NYLA's policy at their own expense for up to one year or for the length of time permitted by the policy, whichever period is shorter. (COBRA)

9. ANNUAL LEAVE

- A. Executive Director
 - 1. The Executive Director earns 150 hours (20 days) annual leave per year of employment.
 - 2. Annual leave is accrued at a rate of 5.75 hours per pay period.
 - 3. Annual leave may be accumulated up to 225 hours (30 days). Upon separation, such accrued time will be paid to the employee. Employees who fail to give 4 weeks notice may forfeit accrued annual leave balances
- B. Other Full-Time Employees
 - 1. All other full-time employees earn 97.5 hours (13 days) annual leave per year of employment.
 - 2. Annual leave is accrued at a specified hourly rate of 3.75 hours per pay period.
 - 3. On each anniversary of the date of employment, one additional day of annual leave is earned up to a maximum of 20 days per year.
 - 4. Annual leave may not be used during the first six months of employment.
 - 5. The amount of accrued leave earned and used is recorded on each employee's time and leave record.

6. Annual leave may be accumulated up to 225 hours (30 days). Upon separation, such accrued time will be paid to the employee. Employees who fail to give 4 weeks notice may forfeit accrued annual leave balances.
7. Annual leave requests must be received and approved by the Executive Director at least two weeks before the date of leave. Employees are encouraged to use such leave within the calendar year during which it was earned when possible.

10. SICK LEAVE

- A. An employee must report an absence due to illness to the Executive Director before 9:30 am.
- B. Each full-time employee shall be allowed 12 days of sick leave each year. Such leave is accrued at 3.5 hours per pay period.
- C. The maximum accrual of sick leave is 450 hours (60 days). Such accrued time is not reimbursed by NYLA with termination/retirement occurs.
- D. Sick leave may be utilized for personal illness, childbirth, adoption, medical appointments, and illness or death in the immediate family, and may be taken in increments of not less than one hour.
- E. A doctor's note may be requested by the Executive Director to support an employee's claim of illness and fitness to return to work.
- F. If accrued sick leave is exhausted, additional sick days over the allowable time may be deducted from annual leave.
- G. When both sick leave and annual leave are exhausted, a leave without pay may be requested from the Executive Director.

11. OTHER LEAVE WITH PAY (APPLIES TO FULL-TIME STAFF)

- A. Jury Duty – Compensation from the court is to be remitted to NYLA.
- B. Subpoenaed court appearances, unrelated to personal business.
- C. Work related conferences or meeting attendance, authorized by the Executive Director.
- D. Two days of leave, usually the two working days following the Annual Conference, for all full-time staff working for the full Conference. (See 5E)
- E. Two personal days per year, credited on the date of employment and annually on the anniversary date of employment. These days must be used within the year of employment in which they are credited.
- F. Ten paid holidays per year. (See 5D)

12. UNPAID PERSONAL LEAVE OF ABSENCE

- A. Maternity/paternity/child care. Up to 13 weeks at the discretion of the Executive Director.

- B. Severe personal or family illness if all allowable sick leave and annual leave is exhausted, at the discretion of the Executive Director, up to a total absence not to exceed 13 weeks.
- C. Duration of service in the armed forces, if employee is drafted or called to active duty.
- D. Salary will not be paid during unpaid personal leave of absence, but benefits may continue for up to 3 months with the approval of the Executive Director.

13. OVERTIME

- A. Hours worked between 37.5 and 40 hours per week are compensated by one hour of compensatory time for each hour worked.
- B. Work performed above 40 hours per week is compensated at 1.5 hours of compensatory time for each hour worked.
- C. Overtime may be authorized by the Executive Director and only for other than professional positions.
- D. The approval of the Executive Director is required before compensatory time is scheduled and used.

14. LATENESS

- A. Arrival at work after the scheduled hour is considered lateness, as is a late return from lunch without advance approval from the Executive Director.
- B. Reasonable lateness may be charged to annual leave or compensatory time with approval of the Executive Director.
- C. Unexcused lateness is penalized by a deduction from salary.
- D. Continued lateness problems may be cause for dismissal.

15. EXTREME WEATHER OR TRANSPORTATION CONDITIONS

- A. In case of extreme weather or transportation conditions, employees must contact the Executive Director for further instructions. If New York State closes its offices due to inclement weather, NYLA will also be closed.
- B. If the office is open, staff will be expected to report to work or charge their time to appropriate leave accruals.
- C. At the discretion of the Executive Director, a day may be deemed a bad weather day during which staff members may stay home with the understanding that they must make up the 7.5 hours of work in the office at a time mutually agreed upon by the staff and the Executive Director.

16. RETIREMENT

- A. NYLA offers a comprehensive retirement/pension plan through TIAA/CREF. Enrollment and contributions begin at the end of the 12th month of service. Employees earn an amount equivalent to 5% of their salary up through 5 years of employment, and 10% equivalent after 5 years.

- B. Health insurance coverage for employees who retire is addressed in policy 8C. Details are available from the Executive Director.

17. BONDING

- A. All employees must be eligible for bonding and approved by the bonding company.

18. APPOINTMENT AND TRAINING OF STAFF

- A. Any open NYLA position shall be advertised as widely as possible. NYLA is an equal opportunity employer.
- B. A letter of appointment written by the Executive Director shall be provided to each new employee.
- C. The Executive Director is selected and appointed by Council, and receives a letter of appointment from the NYLA President. All other staff are selected and appointed by the Executive Director.
- D. Each employee shall receive a copy of NYLA's personnel policies manual and a job description.

19. PERFORMANCE EVALUATION AND RESPONSE

- A. Purpose
 - To assess employees' progress and ability
 - To delineate areas for improvement
 - To advise employees of above
 - To provide information upon which to determine continuation of employment and annual salary increments
- B. All full-time and permanent part-time staff are evaluated in writing by the Executive Director.
- C. The Executive Director is evaluated in writing by the Past President of NYLA with input from the Executive Board and Council, and has an annual salary review by the Executive Board and Council.
- D. The introductory period for all employees is 12 months.
- E. Six months after date of hire, an employee receives an initial oral or written evaluation. After 12 months, an employee is given a formal written evaluation.
- F. The employee receives a written evaluation and salary review annually.
- G. The annual evaluation is presented to each employee and becomes a part of the permanent personnel file.
- H. If the employee wishes to respond to an evaluation, this response must be presented to the Executive Director in writing within two weeks. Such response will become part of the permanent personnel file.

20. EMPLOYEE COMPLAINTS

- A.** Employee presents complaint in writing to the Executive Director.
- B.** Discussion of any complaints or problems will occur within 5 working days and be resolved between parties involved after considering appropriate action.
- C.** If after such discussion, the employee still feels that the complaint has not been addressed, he/she may submit a detailed written complaint to the NYLA President who shall review it with the NYLA Executive Board, within one month.

21. STAFF OBLIGATIONS

- A.** Dress and manner shall be business-like and appropriate at all times.
- B.** Attitude towards membership and general public must at all times be responsive, courteous and helpful.
- C.** Courtesy and cooperation between staff members is expected.
- D.** The best performance possible is expected at all times.
- E.** Personal telephone calls and meetings are not permitted during work hours.
- F.** Individual business dealings between NYLA suppliers and vendors and NYLA staff are not permitted.
- G.** Use of NYLA equipment, including computers and copiers, for personal reasons is prohibited. All work/correspondence on NYLA equipment is subject to review and is the property of NYLA.

22. TERMINATION OF SERVICES

- A.** Resignation/Retirement
 - 1.** At least 4 weeks written notice, directed to the Executive Director, is required. Employees must indicate last day of employment.
 - 2.** The Executive Director is expected to give a minimum of 8 weeks notice to the NYLA President and Executive Board.
 - 3.** If resignation occurs:
 - a.** All accrued vacation time shall be paid up to 225 hours, if appropriate notice has been given.
 - b.** Health coverage may be continued according to policy 8D.
 - c.** There will be no compensation for accrued sick leave.
 - d.** Employee may not take more than 37.5 hours (5 days) of accrued annual leave during the last four weeks of employment.

B. Dismissal

1. Unsatisfactory job performance will result in dismissal if:
 - a. Employee is evaluated as unsatisfactory anytime within the first 12 months of employment (see 19E).
 - b. Employee is evaluated as unsatisfactory (regardless of the period of employment) and is placed on three months probationary period and a second unsatisfactory evaluation is received by employee.
2. Purposes of Association retrenchment or elimination of specific services may result in dismissal of employees.
3. Dishonesty or unethical behavior within the staff obligations and professional responsibilities assigned by NYLA may result in immediate dismissal. Such behavior may include but is not limited to alcohol or drug abuse while on the job, falsification or records, theft, etc.
4. If dismissal occurs for reasons 1 or 2 above then:
 - a. All accrued vacation time shall be paid up to a limit of 225 hours.
 - b. One week's notice shall be given by the Executive Director to the employee, or at the discretion of the Executive Director, one week's salary shall be given in lieu of notice.
 - c. There shall be no compensation for accrued sick leave.
 - d. The possibility for continuation of health coverage under 8C and 8D will be at the discretion of the Executive Director.
 - e. In the case of the Executive Director, decisions regarding notice and salary will be made at the discretion of the President and Executive Board.
5. If dismissal occurs because of retrenchment or elimination of specific NYLA services:
 - a. Severance shall be paid to employee as follows:
 - 1 to 5 years of service – one week's pay
 - 5 to 10 years of service – three week's pay
 - Over 10 years of service – four week's pay
 - b. 4 week's notice shall be given by NYLA to employees if possible.
 - c. Accrued vacation time shall be paid up to 225 hours (30 days) per employee.
 - d. The option for continuation of health coverage at employee's expense will be offered as described under 8C and 8D at the discretion of the Executive Director.