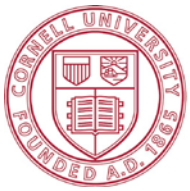

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Contract Database Metadata Elements

Title: **North Castle Public Library and North Castle Public Library Unit (Unit III), CSEA, Local 1000 AFSCME, AFL-CIO, Westchester County Local 860 (2002)**

Employer Name: **North Castle Public Library**

Union: **North Castle Public Library Unit (Unit III), CSEA, AFSCME, AFL-CIO**

Local: **Westchester County Local 860**

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

PERB ID Number: **9088**

Unit Size:

Number of Pages: **41**

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AGREEMENT

by and between the

NORTH CASTLE PUBLIC LIBRARY

and the

CIVIL SERVICE

EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

CSEA

NORTH CASTLE PUBLIC LIBRARY UNIT
Westchester County Local 860

2029

2029

January 1, 2002 - December 31, 2004

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RELATIONS BOARD

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CSEA UNIT III

AGREEMENT

THIS AGREEMENT, made this 17th day of December, 2001, by and between the North Castle Public Library (hereinafter referred to as the "Library") and the North Castle Public Library Unit (Unit III), Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION CLAUSE

NOW, therefore, it is agreed as follows:

1.1 The Library recognizes the North Castle Library Unit (Unit III) Civil Service Employees Association Local 1000, AFSCME, AFL-CIO as the exclusive representative for collective negotiations with respect to salaries, hours and other terms and conditions of employment for all permanent full-time and part-time employees excluding the Library Director.

1.2 Said recognition excludes from the Bargaining Unit Department Heads, Deputy Department Heads, Temporary and Seasonal Employees, Part-Time Employees working less than fifteen hours per week and all other employees.

1.3 The parties desire to avert disputes and to insure continuous harmonious relations.

1.4 The Union as the representative of the employees of the North Castle Public Library in the Bargaining Unit, together with each of its individual employee members, has asserted that the

Union and its members will not, at any time, engage in a strike against the North Castle Public Library.

1.5 The parties have negotiated collectively in good faith in an effort to arrive at an agreement to cover the compensation and conditions of employment of all of the employees in the Bargaining Unit and have, as a result of such negotiations and in consideration of the requests of the Union and proposals made by the Library, arrived at certain understandings with respect to conditions of employment and compensation of employees in the Bargaining Unit.

1.6 The employer shall supply to the North Castle Library Unit a list of all employees in the Bargaining Unit showing the employee's full name, home address, social security number, job title, work location, insurance deduction and first date of employment. Such information shall be provided to the unit on a semiannual basis, beginning July 1, 1986.

ARTICLE 2 DUES - CHECK OFF

2.1 Upon presentation of dues deductions and/or insurance premium deduction authorization cards, signed by individual employees in the Bargaining Unit, the Library will make such deductions from the wages of said employees and will remit such deductions, with a list of employees from whose wages deductions have been made, to the Union, at the address designated by the Union: Civil Service Employees Association, Inc., 143 Washington

Avenue, Albany, New York 12210.

ARTICLE 3 AGENCY SHOP

3.1 All employees included in the bargaining unit who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Union. The Library will make deductions from the wages of said employee. Said employee has the right to recover any part of any Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment. The Union shall, in September of each year, notify all employees from whose wages an Agency Shop Fee has been deducted the procedure under which they may object and apply for a refund to the extent their dues were appropriated for political or ideological purposes.

ARTICLE 4 COMPENSATION

4.1 All positions in the Bargaining Unit shall be as per the attached chart.

4.2 Salary Schedules, effective January 1, 2002, January 1, 2003, and January 1, 2004 have been established for each classification per the attached charts, subject to the following:

A. The right of the Library to propose revisions in future negotiations in the formula, content and format of the salary schedules.

B. Salaries for employees in the Bargaining Unit who are not employed on a full-time (thirty-five (35) hours per week) basis shall be prorated, based upon the number of hours they are regularly scheduled to work in a week.

C. Except as provided in paragraph F, employees will advance one (1) step each year in their designated classification, after twenty-six (26) bi-weekly payroll periods at the prior step, until the employee reaches the top step in his/her designated group after which no more increments are received. In the event of the promotion of a unit employee to another position in the bargaining unit, salary movement shall be as follows: Calculate increment at the old salary grade; employee moves onto step for new grade which gives the employee no less than that increment. No employee shall receive more than one (1) increment in a year.

D. In exceptional cases where the employee has demonstrated to the Library Director and the Board consistent excellence or dedication in discharging the duties of his/her positions, he/she may be advanced beyond the next salary step for such outstanding performance.

E. An employee hired as a trainee for a particular position (where such position has been advertised as "trainee"), may be paid at a rate up to $1000 less than the Step 1 rate for that position. Such employee will move to step 1 on the following January 1 or six months from the date employment starts, whichever

is later, except as provided herein.

F. An employee, other than a trainee, whose employment begins after June 30 of a given year will move to the next step one year from the following January 1, unless otherwise provided herein.

ARTICLE 5 LONGEVITY

5.1 In addition to annual salary, employees shall be entitled to annual longevity payments based on years of consecutive service as indicated in the following schedule:

	Eff. 1/1/02	Eff. 1/1/03	Eff. 1/1/04
Upon the completion of 10 years of consecutive service	$575	$600	$625
Upon the completion of 15 years of consecutive service	$675	$700	$725
Upon the completion of 20 years of consecutive service	$775	$800	$825
Upon the completion of 25 years of consecutive service	$875	$900	$925

5.2 Employees who shall have completed ten (10) years of service by December 31 shall be eligible for longevity.

5.3 Longevity pay shall be paid with the last pay check of the year.

5.4 For the purposes of computing longevity, all continuous service with the Library shall be counted. Should an employee take unpaid leave of absence, such leave time shall be deducted from the total years employment for the purposes of determining longevity.

5.5 Employees working less than full-time will receive longevity on a pro rata basis.

5.6 An employee working less than full-time, who subsequently becomes full-time, will be credited with all years of part-time service. For this purpose, the total number of part-time hours worked during the period of employment is divided by 1820, the total full-time hours per year.

ARTICLE 6 WORK DAY AND WORK WEEK

6.1 The full-time week shall be thirty-five (35) hours, excluding lunch time and any other meal period.

6.2 Work hours for each employee shall be scheduled by the Library Director during the Library's basic work week (Monday through Sunday). With approval, the employee may extend the lunch break by fifteen (15) minutes, with the understanding that the afternoon or morning coffee break is thereby forfeited.

6.3 In the event of assignments to work on Sundays, the Library shall first make such assignments to those hired after December 31, 1988. In the event there are insufficient employees in any required category to work on Sunday within the complement of post-1988 hires, the Library shall seek volunteers among the pre-1989 hires.

6.4 In the event of concern about closing of the Library for snow or weather conditions, the shop steward is authorized to discuss the matter with the Library Director or her designee.

ARTICLE 7 CLASSIFICATION

7.1 For purposes of this Agreement, employees are classified into the following categories:

A. Full-Time (working thirty-five (35) hours per week).

B. Part-Time (working eighteen (18) hours or more per week).

C. Part-Time (working seventeen (17) hours or less per week).

7.2 Vacations, sick leave and personal leave are granted for specific use only. Paid leave so granted may not be made up by working extra hours without pay or substituting one category of leave for another, such as working on a holiday or a vacation day to restore a sick leave day or personal leave day.

7.3 All employees hired on a permanent basis shall serve a probationary period of not less than six (6) months nor more than nine (9) months.

ARTICLE 8 HOLIDAYS

8.1 All full-time employees in the Bargaining Unit shall receive the following paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Martin Luther King, Jr.'s Birthday	
President's Day	Veterans Day
Floating Holiday	Thanksgiving Day

Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

8.2 The Library shall determine the actual days that the stated contract holidays will be celebrated and notify the Union and all employees of those dates. A list shall be posted by January 15 of each year. The Union shall have an opportunity to make comments and respond by January 31 of each year.

8.3 Part-time employees shall be allowed holidays or compensatory time off for holidays equal to one-fifth (1/5) of their contractual work week.

ARTICLE 9 COMPENSATORY TIME

9.1 The weekly hours of employees scheduled to work on Saturday or Sunday shall be spread over the week ending on that Saturday or Sunday. For example, a full-time employee scheduled to work on Saturday or Sunday shall be required to take off another day during the two weeks preceding or following that Saturday or Sunday. Similarly, a part-time employee scheduled to work on Saturday or Sunday shall be required to take off an equivalent number of hours on a regular work day during the two (2) weeks preceding or following that Saturday or Sunday. Such time off shall be subject to the approval of the Library Director, and no overtime obligation shall be incurred. In extraordinary circumstances, where a serious staff scheduling problem is

involved, the Library Director may require an employee to work more than the contractual hours during a given week. In that event, the employee shall receive compensatory time for such extra time worked, which, with the approval of the Library Director, may be taken at any time, but not in conjunction with vacation or personal leave. With the approval of the Library Director, an employee may switch Saturday or Sunday work time and the related compensatory time off with another employee, provided the switch is accomplished no later than by two weeks later, subject to the approval of the Library Director and provided that no overtime obligation shall be incurred.

9.2 Time worked on a scheduled holiday is eligible for compensatory time off and accordingly an equivalent amount of time may be taken off within two (2) months of the week in which the holiday is worked.

9.3 Whenever an employee is scheduled to work on an evening when the Library is regularly open to the public, the total hours worked by such employee on that day shall not exceed the number of hours such employee normally works on a regular workday.

9.4 Extra hours worked in the evening during the regular work week or on weekends involving functions sponsored by the Library are eligible for compensatory time off and accordingly an equivalent amount of time shall be taken off no later than the end of the week following the week in which the extra time is worked.

9.5 Time attending Library Board and Town Board meetings is not eligible for compensatory time off.

9.6 Time attending monthly meetings of WLS and PLDA and related travel time during regular working hours is considered work time. Attendance at meetings of WLS and PLDA other than their monthly meetings and attendance at meetings of other professional or civic organizations held during regular working hours is not considered work time unless specifically authorized by the Library Director.

9.7 Time attending school during normal working hours is considered work time if authorized by the Library Board.

9.8 Time attending school or meetings of professional, civic or supportive organizations in the evenings or on Saturdays and Sundays is not eligible for compensatory time off, except in extraordinary situations as authorized by the Director.

9.9 Extra time worked which qualifies for compensatory time off may not be transferred to unused vacation time, unused sick leave or unused paid personal leave.

9.10 The Library Board reserves the right to permit compensatory time off only in terms of the same number of hours as were actually worked at the times qualifying for such compensatory time off.

ARTICLE 10 VACATIONS

10.1 Vacations for the year shall be computed as of January 1, except that employees hired or terminated after January 1 shall have vacation credits computed on the basis of full months of actual employment during the year in which they are hired or terminated.

10.2 Vacations shall not be carried over beyond the calendar year in which vacations are normally scheduled to be taken without special permission from the Library Director, but in no event may the Director allow a carryover in excess of five (5) days for full-time employees and comparable prorated time for part-time employees.

10.3 If a holiday falls within a vacation period, the employee shall be entitled to another day of vacation.

10.4 Vacations shall not be scheduled during the first six (6) months of employment. A fourth week of vacation shall not be scheduled to run consecutively with the prior three weeks unless the employee has received prior approval for such a schedule.

10.5 Vacations shall be granted as follows:

A. Professional Employees

1) Vacation leave for full-time employees shall be granted on the basis of length of service with the Library as follows:

i) Less than two (2) years of work

experience: 2 weeks

ii) Two (2) years or more but not more than four (4) years of work experience: 3 weeks

iii) More than four (4) years of work experience: 4 weeks.

2) Vacation leave for part-time employees shall be computed on the same basis as in "A" above except that such leave shall be prorated on the basis of each employee's contractual scale of weekly hours of part-time work.

B. Clerical and Custodial Employees

1) Vacation leave for full-time employees shall be granted on the basis of length of service with the Library, as follows:

i) Less than two (2) years of work experience: 2 weeks

ii) Two (2) years or more but not more than eight (8) years of work experience: 3 weeks

iii) More than eight (8) years of work experience: 4 weeks.

2) Vacation leave for part-time employees shall be computed on the same basis as in "A" above

except that such leave shall be prorated on the basis of each employee's contractual scale of weekly hours of part-time work.

C. For purposes of computing length of service, an employee whose employment begins prior to July 1 of a given year will be deemed to have two (2) full years of service one (1) year from the following January 1.

10.6 Employees eligible for three (3) or more weeks vacation in the year must take at least one (1) week of that vacation prior to September 1, or shall lose that week of vacation. In the event that the employee does not take such one (1) week of vacation prior to September 1 because the Library has denied the employee his/her chosen vacation time, the employee shall be paid for the vacation time at the end of the year, at the employee's salary rate in effect at the time s/he planned to take such vacation.

10.7 An employee who desires to change his or her scheduled vacation time must obtain written approval to do so not less than two (2) weeks prior to the date the vacation is scheduled to begin.

ARTICLE 11 PERSONAL LEAVE

11.1 Personal leave with pay may be granted for good cause, including, but not limited to, religious holidays or to funerals, family illness (for spouse, parent or child), graduations and weddings involving members of the employee's immediate family.

A. Paid personal leave for full-time employees shall

not exceed three (3) days during each calendar year of service, except during the first calendar year of employment. After the first six (6) months of continuous employment, personal leave shall be granted on a prorated basis of full months of work for the balance of the calendar year in which the first six (6) months of employment were completed.

B. Paid personal leave for part-time employees working 18 hours or more per week shall be computed on the same basis as in "A" above except that such leave shall be prorated on the basis of each employee's contractual scale of weekly hours of part-time work.

C. Paid Personal leave for part-time employees working 17 hours or less per week shall be computed on the same basis as in "B" above except eligibility commences only after one (1) year of continuous employment.

11.2 Personal leave days must be applied for to the Library Director at least twenty-four (24) hours in advance, except in emergency situations. Employees who provide a week or more of notice of their need for a personal leave day shall not be required to provide a reason for the personal day. Employees who provide less than a week of notice of their need for a personal leave day shall continue to be required to provide a reason, with the exception of one (1) day annually for which no reason shall be required. If notice is not given, except with respect to

emergencies, such personal day becomes an unpaid day off.

11.3 Effective January 1, 1987, unused personal leave days earned in the prior calendar year shall be added to the employee's accrued sick leave.

11.4 No more than one personal leave day may be taken during a given month except in the case of bereavement.

ARTICLE 12 SICK LEAVE

12.1 Each employee in the bargaining unit shall be entitled to sick leave with pay during such period as he/she is actually sick and thereby unable to perform his/her accustomed duties as follows:

A. After six (6) months of continuous employment, sick leave shall be granted to full-time employees at the rate of twelve (12) days per calendar year, except for the first calendar year of employment and the calendar year in which employment is terminated when such sick leave shall be prorated on the basis of full months of actual employment.

Unused sick leave, up to twelve (12) days per year, shall be accumulated for use in later periods of extended illness, or redeemed, if not so used, on retirement or death as provided in Article 34 below.

B. Sick leave for part-time employees shall be allowed on the same basis as "A" above but such leave shall be prorated on the basis of the contractual scale of weekly hours of part-time work and effective only on days of assigned work.

Unused sick leave shall be accumulated in hours in the proportion of the part-time employee's contractual scale of weekly hours of work to a full-time employee's scale of thirty-five (35) hours per week, with a maximum accumulation of seventy (70) hours per year.

C. An employee's annual allotment of sick leave (up to twelve (12) days per year) may be used to care for a spouse, child or parent, or for doctors' visits.

12.2 An employee may be required to provide a certificate from a licensed physician, before sick leave is granted, or, in the event such certificate is waived initially, at any time such leave is continued. Such certificate shall state that the employee is sick and unable to perform the accustomed duties for the period of sick leave requested. Similarly, after three (3) days of continuous absence for illness, an employee may be required on return to work to provide a certificate from a physician indicating that he/she is fit to resume work duties.

12.3 Effective January 1, 1998, an employee who calls in sick on a scheduled day of Saturday work, shall not receive a sick leave day for that day nor the corresponding compensatory day following that Saturday. If the employee has already taken the corresponding compensatory day, it shall be deducted from vacation or counted towards a future Saturday worked. If there is twenty-four (24) hours' notice and production of a doctor's note for the employee's

own personal illness, and the employee has already taken the corresponding compensatory day, it shall be deducted from sick leave or counted towards a future Saturday worked, at the employee's discretion.

12.4 In the event of a catastrophic illness or injury of a member of the bargaining unit who has exhausted his or her sick leave, then, on request of the Union, the parties shall meet to discuss whether there shall be an arrangement for donation and sharing of sick leave and what those arrangements would be.

ARTICLE 13 BEREAVEMENT LEAVE

13.1 Employees who are absent from duty because of the death of a member of their family shall be granted up to five (5) days' pay for each occurrence in the event of the death of the employee's parent, child or spouse, or sibling, and up to three (3) days' leave with pay for each occurrence in the event of the death of the employee's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law.

ARTICLE 14 HEALTH INSURANCE

14.1 All permanent full-time employees who began employment prior to May 22, 1985 shall be eligible to receive Health Benefits under the New York Statewide Health Insurance Plan on a non-contributory basis, including dependents and retirees. In the event an employee shall prefer to adopt any other option under the health insurance plan, he/she shall have the right to do so,

however, any additional cost shall be paid for by such employee.

14.2 Part-time employees working twenty (20) hours or more per week, who began employment prior to May 22, 1985, shall be eligible to receive Health Benefits on a non-contributory basis as described in 14.1 above. However, the cost to the Library for such employees shall be prorated on the basis of the employee's contractual work week, and that portion of such payment above the fraction of a work week that the employee works shall be deducted from his/her salary.

14.3 Full-time and part-time employees working more than twenty (20) hours per week who began employment after May 22, 1985, shall be eligible to receive Health Benefits on a 50/35 contribution basis only, and with respect to part-time employees in accordance with the provisions in 14.2 above. Effective January 1, 1990, the Library shall contribute eighty (80%) percent of the Health Insurance premium for full-time and part-time employees working more than twenty (20) hours per week who began employment after May 22, 1985 and who elect coverage, and with respect to part-time employees in accordance with the provisions in 14.2 above.

14.4 New permanent employees are not eligible for Health Benefits until they have been employed for six (6) months.

14.5 The Library shall have the right to choose and institute any medical insurance program for the employees of the Bargaining Unit provided that the new medical insurance program is comparable

to the programs currently provided under the State Health Insurance Plan and provided that the Library will provide a copy of said plan ninety (90) days prior to implementation to the Union for their review and comment. Notwithstanding anything to the contrary herein, the Library and the Union shall be bound by any decision of the Town of North Castle and CSEA Unit II with respect to health insurance, pursuant to the contract reopener on that issue in the Town-Unit II contract.

14.6 In the event the Library shall require a physical examination of an employee, the cost of such examination by a Library appointed doctor shall be paid for by the Library.

ARTICLE 15 DENTAL AND VISION

15.1 Effective January 1, 2002 or as soon as practicable thereafter, the Library shall provide the "Gold" vision coverage under the CSEA Benefit program for all non-probationary bargaining unit employees after six (6) months of continuous employment, at a cost not to exceed the following per year per eligible employee:

Effective January 1, 2002	$173.16 per year per eligible employee per annum
Effective July 1, 2002	$178.32 per year per eligible employee per annum
Effective July 1, 2003	$183.72 per year per eligible employee per annum

15.2 Effective January 1, 2002 or as soon as practicable after ratification of the agreement, the Library will provide the CSEA Employee Benefit Fund Equinox Plan Dental Benefit to those

employees who are eligible to receive health insurance under the collective bargaining agreement (all permanent full-time bargaining unit employees), at a cost not to exceed, per eligible employee, the following:

Effective January 1, 2002	$636.72 per year per eligible employee per annum
Effective July 1, 2002	$640.32 per year per eligible employee per annum
Effective July 1, 2003	$648.30 per year per eligible employee per annum

15.3 The parties to this Agreement will endeavor to have the contract between the Library and the CSEA Employee Benefit Fund modified to expire on a December 31 coincident with the expiration of this Agreement.

15.4 The Library shall have the right to audit the book and records of these Benefit Programs up to four (4) times per year.

ARTICLE 16 RETIREMENT

16.1 The Library shall continue the "Non-Contributory Career Plan" provided in Section 75-i of the Retirement and Social Security Law of the State of New York, except that members of the Bargaining Unit employed after June 30, 1976 shall contribute such portion of the cost thereof as may be provided by law.

16.2 The Library shall continue to provide the benefits contained in Section 41-j and 34-j of the Retirement and Social Security Law of the State of New York effective January 1, 1973 allowing application of unused sick leave as additional service

upon retirement, up to 165 days maximum.

16.3 The Library shall continue to provide the guaranteed minimum death benefit of three (3) times the annual rate of pay limited to $20,000, as provided in Section 60-b and 360-b of the Retirement and Social Security Law of the State of New York.

16.4 The Union will attach to this contract explanations of the benefits described above for informational purposes only.

16.5 With respect to employees hired on or after January 1, 1990, the Town will contribute for health insurance for retirees based on the length of the employee's service with the Town prior to retirement, as follows:

Length of Service at Time of Retirement	Town Contribution
20 years of service or more:	80%
15 years of service but less than 20:	70%
10 years of service but less than 15:	60%

The Town shall make such health insurance contributions only to those employees who retire from the service of the Town under circumstances in which they are eligible to and do in fact receive a pension from a New York State employee retirement system immediately after leaving the Town's service.

ARTICLE 17 PROMOTIONAL OPPORTUNITIES

17.1 Any promotional opportunity within the Library shall be posted on the staff bulletin board.

17.2 Employees otherwise qualified shall be given first opportunity to interview for the position.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 Objective: It is the declared objective of the Library and the Union to encourage the prompt and informal resolution of employee complaints as they may arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

18.2 Definitions

(a) "Employee" shall mean any person directly employed by the Library included in the Bargaining Unit, or any number of such employees similarly affected by an alleged grievance.

(b) "Grievance" shall mean a complaint by an employee or by the Union, through its officers, that there has been a violation, misinterpretation, or the inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter to which the Library is without authority to act.

(c) "Days" shall mean all days other than Sundays and legal holidays. Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

18.3 Representation in Grievance Proceedings

The Union shall be entitled to designate a representative to represent and assist any employee represented by the Union in any grievance proceeding pursuant to the existing Personnel Rules and Regulations of the Library, or pursuant to this Agreement.

18.4 Basic Principles

Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal. The Union, through its officers, shall have the right to present grievances in accordance with these procedures with respect to those provisions of this Agreement as confer rights and privileges on the Union. An employee shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his own choice, provided, however, that such person is not an officer in an employee organization other than the Union, and provided further than a Union representative shall be permitted to audit any grievances beyond the informal stage. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof. All hearings shall be confidential, unless requested otherwise by the aggrieved party. The Library Director shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

18.5 Step 1

All grievances shall be presented for adjustment, in the first instances, to the Library Director. This first step of the grievance procedure shall be in writing and it shall be taken, if

at all, within ten (10) days from the time when the employee becomes aggrieved and a decision thereon shall be rendered within ten (10) days thereafter. Grievances shall be presented in writing, which writing shall set forth the date of submission, the name of the aggrieved employee, the date the grievance arose, the nature of the grievance, and the provision of this Agreement alleged to have been violated.

18.6 Step 2

(a) Within ten (10) days after the submission of a grievance at the informal stage, or within ten (10) days after a determination has been made at the informal stage, whichever is earlier, the aggrieved employee, or his/her representative, may make a written request to the President of the Library Board of Trustees, or his/her designee, for review and determination. The President of the Library Board of Trustees, or his/her designee, shall render his/her decision in writing within ten (10) days after submission of a grievance, setting forth the basis for the action taken, except as may otherwise be provided in sub-paragraph (b) of this paragraph 6.

(b) Upon request of any party to a grievance, the President of the Library Board of Trustees, or his/her designee, may notify all concerned in the subject matter of the grievance of the time and place when a formal hearing by the Library Board shall be held where such persons may appear and present oral and written statements supplementing their position in the case. Such hearings

shall be held within ten (10) days after receipt of the grievance statements from the aggrieved employee. Within ten (10) days thereafter, the Library Board, or its designee, shall render a decision in writing setting forth the basis for the action taken.

18.7 Step 3

If the grievance is not satisfactorily resolved by the Library Board of Trustees, or its designee, it may be submitted to advisory arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect, provided however, that the Arbitrator shall limit his decision strictly to the interpretations of the express provisions of this agreement or to render any award or determination which by its term affects any such alteration or modification. The arbitrator shall not make any award which limits or interferes with the exercise of the judgment and discretion of the Library Board of Trustees or any of its representatives under law or this Agreement. The Library and the Union shall bear equally the costs of such arbitration proceedings, exclusive of attorney's fees, which fees shall be borne separately by each party. Demand for arbitration shall be made if at all, within thirty (30) days after the submission of the grievances to the President of the Library Board of Trustees, or his/her designee, or within fifteen (15) days after the decision of the Library Board, or its designee with respect thereto, whichever period is the shorter.

ARTICLE 19 RECIPROCAL RIGHTS

19.1 The Library recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract and to visit employees after working hours. The CSEA agrees to notify the Library Board of its designation hereunder in writing.

19.2 The Library shall administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, age, nationality, race or creed.

19.3 The CSEA shall administer its obligations under this contract in a fair and impartial manner to the Library.

19.4 The Library agrees to furnish each new employee, and all present employees, a copy of this Agreement.

19.5 Neither the Library nor the CSEA, through its officers, members, representatives, agents or committees shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

19.6 There shall be no discrimination, interference, restraint or coercion by the Library or any of its officers or agents against any employee because of any lawful activity on behalf of the CSEA, or because of membership in the CSEA. Its members, its officers, its agents shall not coerce employees into membership in the CSEA

in any manner.

19.7 Adhering to the principle that duties and obligations come with rights and privileges, CSEA agrees to do its utmost to see that its members perform their respective duties in the Library loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will use their best endeavors to protect the interest of the Library, to conserve its property and to give service of the highest quality.

ARTICLE 20 UNION ADMINISTRATIVE RIGHTS

The Library recognizes the following rights of Unit III of the North Castle Unit of the Civil Service Employees Association, Inc.:

20.1 The right to post notices and communications on bulletin boards in the staff area maintained on the premises and facilities of the Library so long as such notices pertain to CSEA business and/or functions.

20.2 The right of the President of the CSEA or his designated agent or the designated field representative, to visit the facilities of the Library for the purpose of adjusting grievances and administering terms of the Agreement, provided the Library receives reasonable notice of the proposed visit to its facilities and such visit does not disrupt the orderly flow of Library business.

20.3 The right of the CSEA delegate designated or elected for the purpose of adjusting grievances and maintaining administration rights of the Agreement to have reasonable amounts of free time

from regular duties to fulfill his/her obligations to Union matters that relate directly to the Library; on the average, nor more than one (1) hour per week.

20.4 The North Castle Public Library Unit III of the CSEA agrees to notify the Library of its member designate for the purpose herein provided.

ARTICLE 21 MANAGEMENT RIGHTS

21.1 The Union recognizes that the management of the Library, the control of its property, and the maintenance of order and efficiency, are the sole responsibilities of the Library, as Employer. The Union further recognizes that these rights include, but are not limited to, the right of the Library to direct its work force, to make all decisions as to the operation of the Library system and its work force, the increase and/or decrease in the work force, discipline, and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement. All the rights, power and authority the Library had prior to the signing of this Agreement are retained by the Library and remain exclusively and without limitation within the rights of the Library. The failure to assert any of these rights shall not be deemed to be a waiver thereof.

ARTICLE 22 WORKERS COMPENSATION

22.1 An employee in the Bargaining Unit absent as a result of injury sustained while employed and incurred by reason of such employment within the meaning of the New York Workers Compensation

Law and regulations applicable thereto shall not be charged with sick leave but may, pending adjudication of his case, receive up to six (6) calendar months of administrative leave (exclusive of accumulated sick leave credit) at full pay, beginning with the date of injury, provided however, that such pay shall be reduced by any Workers Compensation award for salary, and further provided that the first five (5) work days of absence shall be charged against sick leave, unless and until the Workers Compensation Board determines that the illness or injury that caused the absence was compensable.

Upon notice to the Library by the carrier or the New York State Compensation Board that a compensation award has been made to an employee, the total number of days awarded shall be compared with the number of days leave used. If the number of days used is less than the number of days awarded, the Library has no claim for reimbursement from the employee. If the number of days used exceeds the number of days awarded except for hearing days which shall be charged to sick leave, then the Library is to redeem the overage from the employee. The employee, may, at his option, use accrued sick time or vacation time to repay the Library for non-awarded compensation days.

Determinations under the Workers Compensation Law of the State of New York as to whether or not disability is service connected and as to the extent of such disability shall be conclusive as between the employee and the Library. Vacation and

sick leave credits shall not be earned during the period of any such administrative leave. At the termination of such administrative leave, the employee, may in the event of his continued disability, elect to utilize his remaining sick leave. Should the disability continue beyond the six (6) month period plus the period of accumulated sick leave, such injured employee may, at the discretion of the Library, be placed on leave without pay for a further period not to exceed eleven (11) months. Thereafter, the employee shall be removed from payroll.

ARTICLE 23 JOB RELATED COURSES

23.1 The Library agrees to pay tuition costs for employees in the Bargaining Unit enrolled in courses taken by direction and authorization of the Library Board.

23.2 Effective January 1, 1990, the Library shall budget at least $1,000 per year to defray costs and expenses of employees attending meetings, conferences or in-service courses requested by the employees and approved by the Library Board.

ARTICLE 24 JURY DUTY

24.1 When employees are called for and serve on Jury Duty during their normal work day, they shall receive the difference between jury duty pay received from the state and the employee's full salary, for up to two (2) weeks. Employees shall provide a certificate of service or evidence of jury duty pay to receive this benefit.

ARTICLE 25 TERMINATION OF EMPLOYMENT

25.1 Upon termination of employment, employees will be paid all salary and vacation credits, less any debits, accrued at the date of termination.

ARTICLE 26 NO-STRIKE PLEDGE

26.1 The Association and the Library declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of municipal services. The Association agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by personnel covered by this Agreement, nor any instigation thereof. Neither the Association, its officers or employees, nor any employee, shall assert the right to strike against the Library or shall advocate, assist or participate in such a strike as prohibited by the Public Employment Act of 1967, as amended.

ARTICLE 27 MILEAGE AND CLOTHING ALLOWANCES

27.1 When required by the Library Director to use their own car in the course of the employment, employees shall be reimbursed at the per mile rate established by the Internal Revenue Service.

27.2 Effective January 1, 1998, the Library shall pay up to $100 annually on behalf of each full-time custodian in the bargaining unit, to purchase clothing related to the custodian's work. A prorated amount shall be available for each part-time custodian.

ARTICLE 28 THE SCOPE OF THE AGREEMENT

28.1 This Agreement is the result of the collective negotiations between the Library and the Union which have been conducted under the requirements and directive of the Public Employee's Fair Employment Act (Taylor Law). All terms and conditions of employment not covered by this Agreement, shall continue to be subject to the Library's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE 29 PREGNANCY AND CHILD CARE LEAVES

29.1 Upon written notice to the Board of Trustees, an employee shall be eligible for a child care leave of absence, without pay, for the maximum period of six (6) months after the birth of a child or adoption of a minor child. An employee on child care leave can request one additional six (6) month extension of the leave, which shall be granted if the Library has secured a replacement for the employee. Accrual of credits for paid leave shall be suspended as described in Section 30.2 below.

29.2 A pregnant employee upon request and upon the filing of appropriate medical evidence that such employee is unable to perform the duties of her position due to pregnancy, shall be allowed the use of all accumulated sick days and vacation days, or hours in the case of part-time employees, prior to applying for a maternity leave of absence.

ARTICLE 30 LEAVE OF ABSENCE

30.1 Unpaid leave of absence up to thirty (30) days may be granted at the discretion of the Library Director. Leaves exceeding thirty (30) days may be granted at the discretion of the Board of Trustees.

30.2 Accrual of credits for paid leave (vacation, sick and personal leave, and holidays, etc.) shall be suspended while the employee is on unpaid leave of absence. No credits shall be allowed for a partial month of work just prior to leave of absence nor for a partial month of work upon return from leave of absence.

ARTICLE 31 MANDATORY CLAUSE

31.1 Any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 32 SAVINGS CLAUSE

32.1 If any provision of this Agreement is, or shall at any time be declared to be contrary to law, then such provision shall not be applicable or performed or enforced and all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 33 TERM OF AGREEMENT

33.1 This contract will be effective for a three (3) year period commencing on January 1, 2002 through December 31, 2004.

ARTICLE 34 TERMINAL LEAVE PAY PLAN

34.1 On termination, retirement or death after twenty (20) or more years of service for the Library by a full-time (Category A) employee or his/her legal representative in case of death, such employee shall be entitled to cash payment for accumulated unused sick leave to the extent of fifty (50%) percent thereof, but not to exceed a total of one hundred sixty-five (165) working days. The cash equivalent per working day shall be computed by dividing the employee's annual salary at the date of termination, retirement or death by two hundred sixty (260).

34.2 Under similar circumstances a full-time employee with ten (10) years or more but not more than fifteen (15) years of service (Category A) for the Library shall be paid one-fourth (1/4) of his/her accumulated and unused sick leave, and a full-time employee with more than fifteen (15) years but not more than twenty (20) years of service (Category A) for the Library shall be paid one-third (1/3) of his/her accumulated unused sick leave.

34.3 Terminal leave pay shall not be considered as additional salary to be added to the final average salary in the New York State Retirement System.

34.4 With respect to employees hired on or after January 1, 1989, terminal leave shall apply only to retirement or death.

34.5 The Library Board, in its sole non-grievable discretion, may decide on a case-by-case basis to award a part-time employee the same sick leave benefit upon retirement as is available to

full-time employees.

North Castle Public Library

By: Joan A. Edwards

North Castle Library Unit (Unit III) Civil Service Employees Association, Local 1000, AFSCME AFL-CIO

By: Mary Cannon Labor Relations Specialist, CSEA Inc.

Mary Johnson, union president

2/22/02

NORTH CASTLE PUBLIC LIBRARY SALARY SCHEDULES

Principal Clerk

Step	2002	2003	2004
1	32,300	33,592	34,936
2	33,914	35,271	36,682
3	35,610	37,034	38,515
4	37,391	38,887	40,442
5	39,263	40,834	42,467
6	41,225	42,874	44,588
7	43,286	45,017	46,818
8	45,450	47,268	49,159

Senior Clerk

Step	2002	2003	2004
1	28,945	30,103	31,307
2	30,391	31,607	32,871
3	31,911	33,188	34,515
4	33,507	34,847	36,241
5	35,181	36,588	38,052
6	36,940	38,417	39,954
7	38,789	40,340	41,954
8	40,727	42,357	44,051

Clerk

Step	2002	2003	2004
1	22,640	23,545	24,487
2	23,773	24,724	25,713
3	24,962	25,961	26,999
4	26,209	27,257	28,348
5	27,519	28,620	29,765
6	28,893	30,049	31,251
7	30,340	31,554	32,816
8	31,857	33,132	34,457

Custodian/Caretaker

Step	2002	2003	2004
1	28,663	29,810	31,002
2	30,096	31,299	32,551
3	31,600	32,864	34,179
4	33,180	34,507	35,888
5	34,841	36,235	37,684
6	36,583	38,046	39,568
7	38,410	39,947	41,545
8	40,333	41,947	43,624

Librarian II

Step	2002	2003	2004
1	38,059	39,581	41,164
2	39,962	41,560	43,223
3	41,961	43,639	45,385
4	44,058	45,820	47,653
5	46,261	48,112	50,036
6	48,572	50,515	52,536
7	51,001	53,041	55,162
8	53,552	55,694	57,921

Librarian I

Step	2002	2003	2004
1	36,021	37,462	38,961
2	37,822	39,335	40,908
3	39,713	41,302	42,954
4	41,699	43,367	45,101
5	43,783	45,534	47,356
6	45,974	47,813	49,726
7	48,272	50,202	52,211
8	50,684	52,712	54,820

Librarian Assistant

Step	2002	2003	2004
1	34,162	35,528	36,950
2	35,869	37,303	38,795
3	37,662	39,168	40,735
4	39,546	41,128	42,773
5	41,522	43,183	44,910
6	43,598	45,342	47,155
7	45,778	47,609	49,513
8	48,067	49,989	51,989

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1947 - 1996

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February 26, 2002

M. Christina Ansnes, Director
North Castle Public Library
19 Whippoorwill Road
East Armonk, New York 10504

Mr. Gary Cannonier
CSEA
568 State Route 52
Beacon, New York 12508

Dear Chris and Gary:

I enclose for your review a revised collective bargaining agreement incorporating our most recent contract changes. I believe I have made all of the corrections that each of you has suggested.

If you find that all is in order, kindly arrange for the execution of the agreement at your convenience.

Very truly yours,

RAINS & POGREBIN, P.C.

Bruce

Bruce R. Millman

BRM:sm
Enc.