

**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

**Title: Franklin Square Public Library and Franklin Square Public Library Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau County Municipal Employees Local 882 (2004)**

**Employer Name: Franklin Square Public Library**

**Union: Franklin Square Public Library Unit, CSEA, AFSCME, AFL-CIO**

**Local: 1000, Nassau County Municipal Employees 882**

**Effective Date: 07/01/04**

**Expiration Date: 06/30/06**

**PERB ID Number: 7199**

**Unit Size: 11**

**Number of Pages: 12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

WC  
7199

# AGREEMENT

by and between the  
**BOARD OF TRUSTEES**

of the  
**FRANKLIN SQUARE  
PUBLIC LIBRARY**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

MAY 31 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

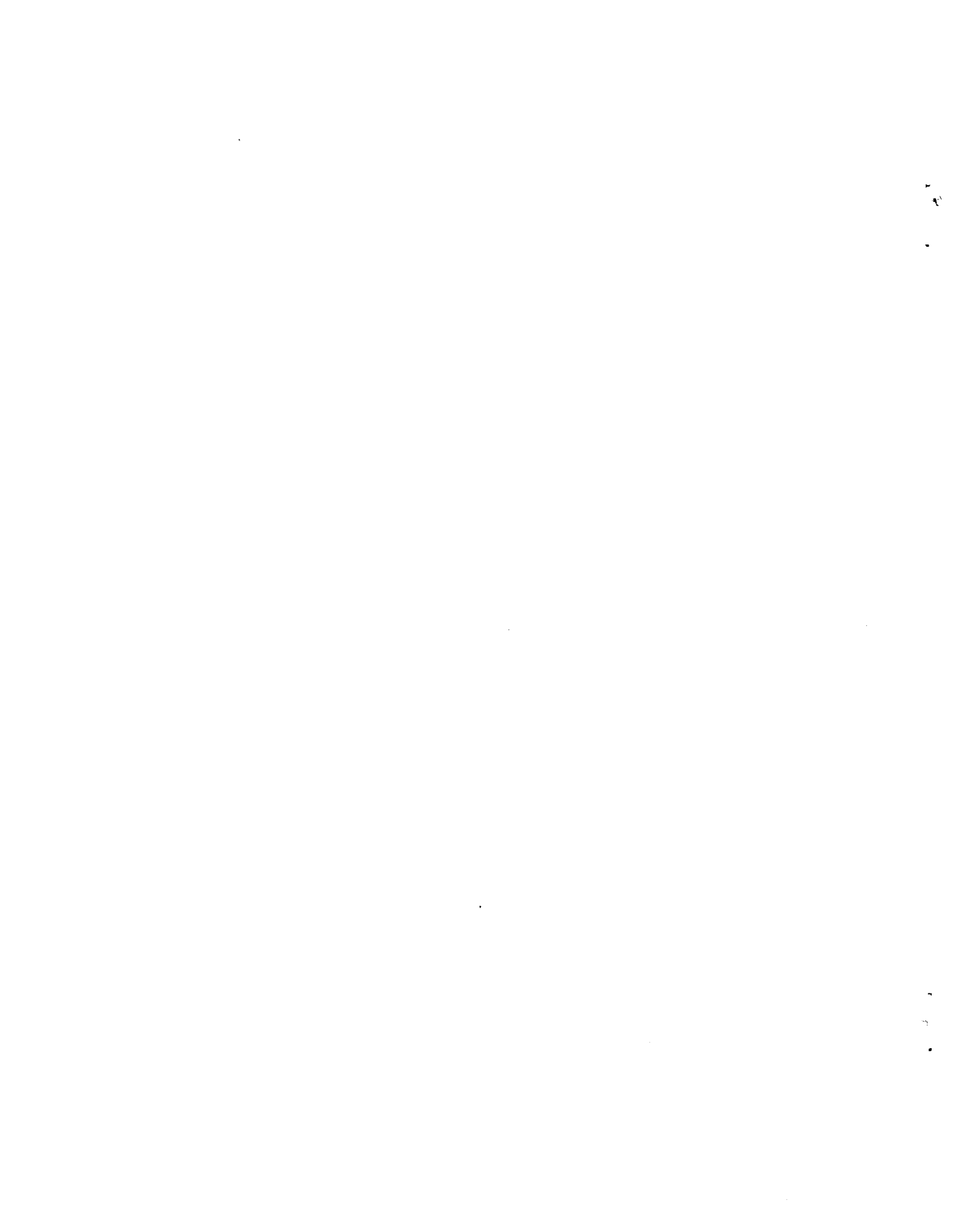


Franklin Square Public Library Unit  
Nassau County Municipal Employees Local 882

**July 1, 2004 - June 30, 2006**

// employees





## TABLE OF CONTENTS

Policy	Page 3
Recognition	Page 3
Ratification	Page 3
Work Schedule	Page 3
Summer Schedule	Page 3
Vacation Leave	Page 4
Sick Leave	Page 4
Grievance Procedure	Page 5
Employees Protection	Page 6
Worker's compensation	Page 6
Health Insurance	Page 6
Optical Plan	Page 7
Dental Plan	Page 7
Retirement Benefits	Page 7
New York State Disability	Page 8
Legal Holidays	Page 8
Insurance Deduction	Page 8
Annuity Program	Page 9
Terms of Agreement	Page 9
Legality	Page 9
Administration Agreement	Page 10
Salary Schedule	Page 11

AGREEMENT made and entered into this 1st day of July, 2004, between the BOARD OF TRUSTEES on behalf of the FRANKLIN SQUARE PUBLIC LIBRARY, herein after referred to as the "BOARD" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO, herein after referred to as "CSEA".

## **POLICY**

It is the policy of the BOARD to fill all vacancies with qualified personnel. Minimum qualification for appointment to positions in the Library are established by the BOARD of TRUSTEES. Careful consideration is given to education, ability, adaptability, experience and personal attributes appropriate for the specific position to be filled. The BOARD will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The final and binding authority for hiring personnel for the Franklin Square Public Library is vested exclusively in its BOARD.

## **ARTICLE I RECOGNITION**

The BOARD, having been presented with evidence by CSEA of its representation of certain employees of the Franklin Square Library, does hereby recognize CSEA as the exclusive bargaining representative for the full time professional and clerical employees of the Franklin Square Public Library, excluding however, the Director, Assistant Director, Pages and all other part time employees.

## **ARTICLE II BOARD RATIFICATION**

This AGREEMENT is subject to the BOARD ratification which shall be noted in the minutes of the meeting at which such ratification takes place and approved in the Library Budget referendum.

## **ARTICLE III WORK SCHEDULES, VACATION AND LEAVES**

### **SECTION 1 WORK SCHEDULES**

#### **a) Hours of Work:**

The basic work week for all full time employees shall be thirty five hours per week and seven hours per day, per existing schedule. Saturday work hours shall remain the same as in previous years. It is the responsibility of each employee to work according to the assigned schedule as provided in the Weekly Schedule. Employees who wishes to make a change in the assigned hours as indicated on the Weekly Schedule must make such request to the Library Director at least five days in advance. The change becomes effective only when approved by the Director.

#### **b) Summer Schedule:**

The summer schedule shall be defined as occurring between July 1st and the Labor Day weekend. Employees who work on Saturday when the Library is open only half day, shall receive a full day off. The Director shall make that determination.

#### **c) Rest Period:**

Full time employees are allowed a relief period for fifteen minutes each half day schedule. Rest periods shall be approved by the Director

and shall not cause the diminution or impairment of service to the public.

**SECTION II VACATION LEAVE:**

Vacation leave for all full time employees shall be provided as follows:

1 year	12 days
2 years	15 days
3 through 8 years	20 days
9 through 15 years	24 days
Upon completing 16 years	27 days

a) An employee must be actively employed continuously for a period of one year in order to be credited for vacation time. Thereafter, vacation credit will be earned on the anniversary date of employment on a pro-rata basis in accordance with an employee's length of service as outlined in the above schedule.

b) An employee can carry five (5) vacation days over into the next year. The employee is obligated to take the five (5) days before the employee's next anniversary date, at the discretion of the Director.

c) When possible, vacation shall be taken in weekly increments. Any deviation should be requested in writing, in advance of the requested time and approved by the Director.

d) Payment is not permitted in lieu of vacation time, or for unused vacation time unless specifically requested in writing and authorized by the BOARD.

e) If termination occurs before the anniversary date, payment of vacation and personal time will be assessed on the pro-rata basis.

**SECTION III SICK LEAVE**

a) Full time employees who have one month or more of service when incapacitated and unable to work because of personal illness, or suffering as a result of an accident shall receive pay for such absence from work, but limited to the sick pay allowance to their credit. Up to 25% of the employee's accumulated sick leave may be used for absences related to family illness. Sick pay shall be earned at the rate of one day per month cumulative to a maximum of 150 working days. A record of days accumulated for sick pay, shall be given to each employee on their anniversary. Sick leave may be taken for doctor's appointments.

Excess Sick Leave Accruals; notwithstanding the foregoing one hundred and fifty days (150) sick leave limitation, an employee may continue to accumulate sick days in excess of the maximum accumulation with such days to be utilized only in the instance where the employee has sustained a catastrophic illness or injury and who has used all his/her vacation time, sick leave, personal leave and any compensatory time standing to his/her credit and has no other regular leave entitlement available and in such instance the employee shall be able to utilize the additional allocated leave in the consequences of a catastrophic illness and/or injury as certified to by a doctor.

b) Personal Leave:

All requests for personal leave, except in cases of emergency, must have the approval of the Library Director. Such request must be made two days in advance. All full time employees shall have five (5) personal leave days per year to be credited on the anniversary date of employment. However, during the first year of employment a new employee shall accrue one personal day for every three (3) completed months of employment up to four (4) personal leave days. Any employee has exhausted all sick leave and who is absent due to illness, may elect to use vacation leave and/or personal leave before being placed in a "leave without pay" status.

c) Jury Duty:

Full time employees shall be excused without loss of pay or other benefits while serving as a juror. Remuneration received by the employee shall be paid to the Library.

d) Maternity Leave:

A one year leave of absence without pay shall be granted for child care following the birth or adoption of a child for any employee, male or female, provided the employee will be the primary caretaker of the child during the period of leave. A minimum of thirty (30) days advance notice is required when possible.

e) Bereavement Leave:

Employees shall receive three (3) bereavement days for death in the immediate family, including in-laws, and grandparents. Employees may also elect to use personal leave for the same purpose.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

Any employees grievance or dispute between the BOARD and CSEA, arising out of this Agreement as to the interpretation or application thereof, shall be subject to the following procedure:

Step 1. The grievance shall be first submitted in writing five days(5)from date of occurrence to the Library Director, who shall submit his/her reply within five (5) days after receiving the grievance.

Step 2. If the employee is dissatisfied with the Director's response, the employee shall submit his/her grievance in writing to the BOARD within ten (10) days following issuance of the Director's response. The Chairman of the BOARD may designate the full BOARD or a committee to hear the grievance no later then thirty (30) days following receipt of the same. The BOARD or its committee shall issue its decision no later then ten (10) days following the conclusion of the hearing.

Step 3. If the employee is dissatisfied with the BOARD/Committee decision, he/she shall have the right to file for arbitration within ten (10) days after issuance of the BOARD'S/Committee decision. CSEA, Inc. and the BOARD shall each designate a representative to a three person panel of binding arbitrators. Said designee shall select a third, neutral member to serve as the Chair of the panel. In the event the parties cannot agree on a neutral, either party may make a request to the Public Employee Relations Board to designate the neutral arbitrator.

The decision of the Panel of Arbitrators shall be binding on the BOARD, CSEA and any employee involved, providing at least two of the three members of the Arbitration Panel are in agreement with the decision. CSEA and the BOARD may, by mutual agreement, waive any preliminary steps in the foregoing and proceed directly to the next step, providing such waiver agreement is in writing and subscribed by the authorized representatives of the BOARD and CSEA.

#### **ARTICLE V PROTECTION OF EMPLOYEES**

All employees who are appointed from a Civil Service list are afforded protection under Section 75 of the Civil Service Law.

#### **ARTICLE VI WORKER'S COMPENSATION**

All employees are covered by Worker's Compensation. Injury to an employee, during the performance of his/her duty must be reported immediately to the Director or Assistant Director. In case of injury to an employee covered by this Agreement for which Worker's Compensation benefits are paid, a copy of the decision of the Worker's Compensation Board shall be sent to the Director. When the Library receives a credit for either a pro-rata or full amount of the compensation paid to the employee, covering the employee's period of disability, the employee shall be re-accredited with leave in proportion to the amount credited to the Library.

#### **ARTICLE VII INSURANCE**

a) The BOARD shall pay the full cost of individual and 75% of the dependents' cost of the "Empire Core Plus Enhancement" of the New York State Employees Health Insurance Program, or another carrier with equal benefits, for employees covered by this agreement while employed by the Library.

b) For full time employees hired on or before July 1, 2000. The BOARD shall pay 100% of the individual and 50% of the dependents' cost of the "Empire Plan", or another carrier with equal benefits, after the retirement of said employee, providing that the employee has at least five years of full time service with the Franklin Square Public Library from which he/she is retiring.

c) For full time employees hired on or after July 1, 2000, the BOARD shall pay 100% of the individual and 50% of the dependents cost of the "Empire Plan", or another carrier with equal benefits, after retirement of said employee, providing that the employee has at least ten years of service with one or more public employers covered by the New York State Retirement System, and at least five years of full time service at the Franklin Square Public Library, from which he/she is retiring.

d) The BOARD agrees to remain a participating employer in all options of the New York State Employees Health Insurance Program or another carrier with equal benefits.

e) Notwithstanding the above, the BOARD has the right to discontinue participation in the New York State Employees Health Insurance Program, "Empire Core Plus Enhancements" and to select a different health



insurance provider without negotiations, so long as the benefits remain comparable and the BOARD will continue to pay the full cost of the premiums for individual and 75% for dependents of employee while in the employment of the Library, and 100% for the individual and 50% for dependents after retirement of said employee meeting the qualification in as spelled out in (c).

f) The Library shall pay a health benefit allowance of 60% of the total cost of the premiums paid annually to any employee who has family coverage with the New York State Insurance Plan, Empire Core Plus Enhancements and opts out from the plan and a health benefit allowance of 60% of the total cost of the annual premium to any employee who has individual coverage in the New York State Health Insurance Plan, Empire Core Plus Enhancements and opts out from the plan. Payment will be made after 12 months from the opt out date and annually thereafter. Employees who have opted out from the plan may elect to return to the plan in accordance with the regulation of the State Insurance Fund and shall be paid a pro-rata amount for the part of the twelve months when there was no coverage.

#### **OPTICAL VOUCHER PLAN**

Effective July 1, 1996 all employees shall be provided with an Optical plan by the Library.

The cost of this plan will be \$75.00 per year.

#### **DENTAL PLAN**

The employer shall pay for a dental plan covering all CSEA members. The plan provided will be the CapDent Plus Point of Service Dental Plan from Healthplex.

### **ARTICLE VIII RETIREMENT BENEFITS**

#### **SECTION I**

The BOARD agrees to continue to paying the full cost of the employees retirement contribution to the New York State Retirement system, Plan 75i for Tiers 1&2, and the state required amount for Tiers 3&4 on behalf of each employee covered under the terms of this Agreement.

#### **SECTION 2**

Upon retirement under a pension system, an employee who has given due notice of retirement (three months) will receive payments for accumulated sick leave of up to 150 days as follows:

Five (5) years of service	10%
Ten (10) years of service	25%
Fifteen (15) years of service	50%
Twenty (20) years of service	100%

Effective July 1992 this benefit shall also be applicable upon an employee's separation or termination. For purpose of this article, employee's death is considered separation, with benefit awarded to employee's estate.

**ARTICLE IX**

The Franklin Square Public Library will provide, New York State Disability program to its employees. Obligation will be up to a total of .60 cents per week. The Library will pay \$90.00 for females, \$42.00 for males.

**ARTICLE X HOLIDAYS**

**SECTION I**

The following days shall be observed as legal Holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	At the Director's discretion, and must be used within the contract year. May not be carried over.

Employees covered under this agreement shall be off, Saturday of the Labor Day weekend.

If a holiday falls on a Sunday the following Monday will be observed as the holiday. If a holiday falls on a Saturday, a floating holiday or compensatory day shall be offered.

**SECTION II**

If a Holiday falls within a vacation period, it shall not be counted as a work day.

**SECTION III**

The foregoing dates are subject to change in accordance with Government regulations.

**SECTION IV**

The Library will close at 1:00 p.m. on New Year's Eve.

**ARTICLE XI DUES AND INSURANCE DEDUCTIONS**

**SECTION I CSEA DUES AND INSURANCE**

a) The BOARD agrees to deduct membership dues and/or insurance payments for CSEA from the salaries of the employees covered under this Agreement. Written authorization must be submitted by CSEA in advance in a manner consistent with legal requirements.

b) Deductions shall be made uniformly and consistent on one day each month and shall be transmitted monthly to the Treasurer of CSEA, 143 Washington Avenue, Albany, New York 12210.

c) Deductions authorized by employees shall continue until such time as the employee notifies the BOARD in writing, to discontinue or make a change in the deductions.

d) Once the funds are turned over, CSEA assumes full responsibility for disposition of same.

**SECTION II ANNUITY PROGRAM**

The BOARD agrees to be a participant in a 403(b) tax deferred Annuity Program.

**ARTICLE XII SALARY SCHEDULE**

First year of contract:

a) Effective July 1, 2004, the base salaries of all Librarians shall be increased by 3%.

b) Effective July 1, 2004, the base salaries of all other unit employees shall be increased by \$1000.

Second year of contract:

a) Effective July 1, 2005, the base salaries of all Librarians shall be increased by 4%.

b) Effective July 1, 2005, the base salaries of all other unit employees shall be increased by \$1650.

Longevity Payment: A longevity payment shall be made in accordance with this agreement and continue each succeeding year on the anniversary date, but shall not be considered part of the annual salary.

Completion of 5 years of service	\$ 250.
Completion of 10 years of service	\$ 500.
Completion of 15 years of service	\$ 750.
Completion of 20 years of service	\$1000.

**ARTICLE XIV TERM OF AGREEMENT**

This agreement shall commence on July 1, 2004 and terminate June 30, 2006.

**ARTICLE XV LEGALITY**

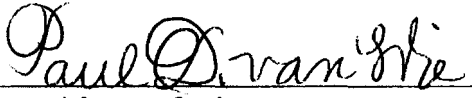
Notwithstanding anything to the contrary contained herein, if one or more of the provisions in this contract are found to be illegal, all other provisions are to remain in full force and in effect. The provisions or provision found to be illegal are to be replaced by provisions of the immediate prior contract, if any such provision was in existence.

**ARTICLE XVI ADMINISTRATION**

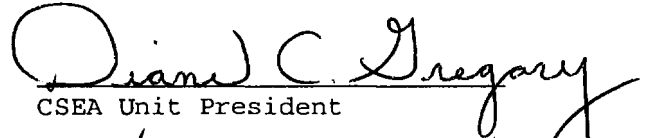
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

**Franklin Square Library Board**

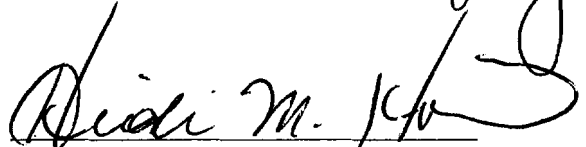
**Civil Service Employees  
Association Inc. Local 1000  
AFSCME, AFL-CIO**



President of the BOARD



CSEA Unit President



Labor Relations Specialist

\_\_\_\_\_  
Date

August 2004  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<u>NAME</u>	<u>TITLE</u>	<u>2004</u>	<u>2005</u>
Faye Lieberman	Librarian II	\$59,335.45	\$61,729.67
Diane Bolte	Librarian II	\$55,344.26	\$57,558.03
Mary LaRosa	Librarian II	\$47,296.77	\$49,188.64
Pamela Lieber	Librarian II	\$43,276.03	\$45,007.07
Edward Escoffier	Librarian I	\$40,170.00	\$41,776.80
Barbara Kelly	Library Assistant	\$34,594.83	\$36,244.83
Lorraine Seveant	Library Aide	\$30,162.31	\$31,812.31
Patricia Bifulco	Clerk Typist I	\$29,625.50	\$31,275.50
Rosaria Nicoletti	Clerk Typist I	\$28,720.64	\$30,370.64
Sandra Montenora	Clerk Typist I	\$27,662.31	\$29,312.31
Carol Mascia	Clerk Typist I	\$25,100.00	\$26,750.00