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LIB/9088

# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**NORTH CASTLE  
PUBLIC LIBRARY**

and the

**CIVIL SERVICE  
EMPLOYEES  
ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**North Castle Public Library Unit  
Westchester County Local 860**

**January 1, 2009 – December 31, 2011**

RECEIVED 9/22/09

# Collective Bargaining Agreement

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## **AGREEMENT**

THIS AGREEMENT, made this 20<sup>th</sup> day of July, 2009, 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 Recognition of CSEA**

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 Excluded from Bargaining Unit**

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

#### **1.3 Harmonious Relations Statement**

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

#### **1.4 No Strike Clause**

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 Notice of Agreement**

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 Employee Lists**

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.

## **ARTICLE 2      UNION DUES**

### **2.1      Deduction of Dues**

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      Deduction of Agency Shop Fees**

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      Bargaining Unit Positions**

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

### **4.2      Pay Schedules**

Salary Schedules for the period January 1, 2009 through December 31, 2010 have been established for each classification per the attached charts, which reflects increases of two percent on January 1, 2009 and two percent on January 1, 2010; the parties will reopen negotiations on or about June 15, 2010 for sole purpose of negotiating pay increases for the period January 1, 2011 through December 31, 2011.

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 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 step each year in their designated classification, after twenty-six 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 as the old salary grade; employee moves on to step for new grade which gives the employee no less than that increment. No employee shall receive more than one 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 one thousand dollars 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 Amount**

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:

	1-1-2009	1-1-2010	1-1-2011
Upon the completion of 10 years of consecutive service	\$1075	\$1175	\$1250
Upon the completion of 15 years of consecutive service	\$1175	\$1275	\$1350
Upon the completion of 20 years of consecutive service	\$1300	\$1400	\$1475
Upon the completion of 25 years of consecutive service	\$1400	\$1500	\$1575

### **5.2 Eligibility**

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

### **5.3 Payment Date**

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

### **5.4 Unpaid Leave**

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 purpose of determining longevity.

## **5.5 Part-Time Employees**

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

## **5.6 Part-Time to Full-Time Employment**

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 1,820, the total full-time hours per year.

## **5.7 Deferred Compensation Plan Option**

The Library shall maintain the option for employees to put their longevity pay into their Deferred Compensation Plan so long as this is possible, subject to feasibility as determined by the Town Director of Finance.

# **ARTICLE 6 WORKDAY AND WORKWEEK**

## **6.1 Full-Time Workweek**

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

## **6.2 Work Schedules**

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 minutes, with the understanding that the afternoon or morning coffee break is thereby forfeited.

## **6.3 Sunday Assignments**

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 Inclement Weather**

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 Full-Time and Part-Time Status**

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

- A. Full-Time (working thirty-five hours per week).
- B. Part-Time (working seventeen hours or more per week).
- C. Part-Time (working less than seventeen hours per week).

### **7.2 Working Extra Hours (in lieu of paid leave)**

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 Probationary Period**

All employees hired on a permanent basis shall serve the required probation, in accordance with the Westchester Civil Service Rules: Rule 11 – Probationary Appointment. The probationary term shall be for a period of not less than twelve weeks nor more than fifty-two weeks. (Weeks are defined as “calendar weeks”).

## **ARTICLE 8 HOLIDAYS**

### **8.1 Paid Holidays**

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

- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Presidents’ Day
- Floating Holiday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans’ Day
- Thanksgiving Day
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Years’ Eve

## **8.2 Days Observed**

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**

Part-time employees shall be allowed holidays or compensatory time off for holidays equal to one-fifth of their contractual work week.

# **ARTICLE 9 COMPENSATORY TIME**

## **9.1 Flex-Time and Comp-Time**

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 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 Comp-Time for Working a Holiday**

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 months of the week in which the holiday is worked.

## **9.3 Scheduled to Work Evenings**

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 Comp-Time for Working Evenings**

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 No Comp-Time for Board Meetings**

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

#### **9.6 WLS and PLDA Meetings**

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 Attending School during Work Hours**

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

#### **9.8 Attending School during Non-Work Hours**

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 Converting Comp-Time to Paid Leave**

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 Use of Comp-Time**

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.

#### **9.11 Premium Pay for Delayed Opening (custodian only)**

If the opening of the Library is delayed two or more hours due to inclement weather, then the full-time custodian shall be paid at the rate of time and one-half for the first three hours of his work day.

#### **9.12 Cash Option for Overtime (custodian only)**

When the full-time custodian is required by the Library Director to work more than forty hours in one week, he may elect to receive monetary overtime compensation at one and one-half his regular rate of pay, rather than compensatory time at one and one-half.



## **ARTICLE 10      VACATIONS**

### **10.1    Date Credited**

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    Accumulation**

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 days for full-time employees and comparable prorated time for part-time employees.

If an employee, at the time of reconciliation of schedules in the month of December, discovers that he or she has remaining vacation time that the employee cannot use before the end of the calendar year, then the employee may carry over to the next year a maximum of two vacation days to be used in the first quarter of the year on dates to be agreed upon with the Library Director.

### **10.3    Holiday During Vacation**

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

### **10.4    Scheduling**

Vacations shall not be scheduled during the first six 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    Allowance**

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 years of service: 2 weeks;
- (ii) Two years or more, but not more than four years of service: 3 weeks;
- (iii) More than four years of service: 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 years of service: 2 weeks;
- (ii) Two years or more, but not more than eight years of service: 3 weeks;
- (iii) More than eight years of service: 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 full years of service one year from the following January 1.

### **10.6 Scheduling of Third and Fourth Week**

Employees eligible for three or more weeks vacation in the year must take at least one 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 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 Change in Vacation Plans**

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

## **ARTICLE 11 PERSONAL LEAVE**

### **11.1 Allowance**

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 days during each calendar year of service, except during the first calendar year of employment. After the first six 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 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 year of continuous employment.

### **11.2 Scheduling**

Personal leave days must be applied for to the Library Director at least twenty-four 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 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 Accumulation**

Unused personal leave days earned in the prior calendar year shall be added to the employee's accrued sick leave.

### **11.4 Scheduling (one day per month)**

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

### **11.5 Use During Inclement Weather**

Personal leave may not be taken for absence due to snow when the Library is open.

## **ARTICLE 12 SICK LEAVE**

### **12.1 Allowance**

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 months of continuous employment, sick leave shall be granted to full-time employees at the rate of twelve 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 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 hours per week, with a maximum accumulation of seventy hours per year.

C. An employee's annual allotment of sick leave (up to twelve days per year) may be used to care for a spouse, child, or parent, or for doctors' visits. Effective January 1, 2009, the age of the term "child" shall be defined as "twenty-two years of age and under".

D. Accumulated leave may be used for a reasonable number of short term illnesses if the employee used some or all of his/her annual (first twelve) sick leave days for one or more extended illnesses. An "extended illness" is an absence of three or more consecutive work days.

## **12.2 Medical Verification**

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 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 Sick Leave on a Saturday**

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 toward a future Saturday worked. If there is twenty-four 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 toward a future Saturday worked, at the employee's discretion.

## **12.4 Sharing of Sick Leave**

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.

## **12.5 Annual Breast and Prostate Cancer Screening**

Time off up to the maximum of four hours may be used annually for a medical examination pursuant to Sections 159-b or 159-c of the New York State Civil Service Law (prostate and/or breast cancer screening) and shall not be charged to the employee's leave accruals (i.e. sick leave, vacation leave, compensatory time, etc.).

Any employee who wishes to take such time off shall make a written request no less than one week in advance of the intended medical examination and shall provide written proof of participating in such examination from the examining physician or clinic.

## **12.6 Annual Blood Donation**

Time off with pay, up to three hours, may be used annually to donate blood in accordance with the New York Labor Law. Any employee who wishes to take such time off shall make a written request no less than three days in advance of the intended leave and shall provide written proof of their use of the leave for the intended purpose.

## **ARTICLE 13      BEREAVEMENT LEAVE**

### **13.1 Allowance**

Employees who are absent from duty because of the death of a member of their family shall be granted up to five days' pay for each occurrence in the event of the death of the employee's parent, child, spouse, or sibling, and up to three 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. Up to three days' leave with pay shall also be available for each occurrence in the event of the death of the employee's daughter-in-law and/or son-in-law.

## **ARTICLE 14      HEALTH INSURANCE**

### **14.1 Premiums (hired before May 22, 1985)**

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 spouse, 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 Premiums (hired after May 22, 1985)**

Full-time and part-time employees working more than twenty hours per week who began employment after May 22, 1985, shall be eligible to receive Health Benefits on a 50/35 contribution basis only. The Library shall contribute eighty percent (80%) of the Health Insurance premium for full-time and part-time employees working more than twenty hours per week who began employment after May 22, 1985 and who elect coverage; provided, however, upon commencement of a full-time employee's twentieth year of employment with the Library, the Library's contribution shall be increased to eighty-five percent (85%).

### **14.3 New Hires**

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

### **14.4 Change in Medical Insurance**

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 program currently provided under the State Health Insurance Plan and provided that the Library will provide a copy of said plan ninety 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.

### **14.5 Cost of Mandated Examinations**

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    Optical**

Effective January 1, 2009, the North Castle Library shall continue to provide the CSEA EBF Gold 12 Optical Plan for all non-probationary bargaining unit employees after six months of continuous employment for the term of the contract (January 1, 2009 through December 31, 2011) at the annual rates as specified by the CSEA Employee Benefit Fund.

### **15.2    Dental**

Effective January 1, 2009, the North Castle Library shall continue to provide the CSEA EBF Equinox Dental Plan to those employees who are eligible to receive health insurance under the collective bargaining agreement (all permanent full-time bargaining unit employees) for the term of the contract (January 1, 2009 through December 31, 2011) at the annual rates as specified by the CSEA Employee Benefit Fund.

### **15.3    Right to Audit**

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

## **ARTICLE 16      RETIREMENT**

### **16.1    Pension Plan**

The Library shall continue the "Non-Contributory Career Plan" provided in Section 75-1 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 for the cost thereof as may be provided by law.

### **16.2    Credit for Unused Sick Leave**

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    Death Benefit**

The Library shall continue to provide the guaranteed minimum death benefit as provide in Section 60-b and 360-b of the Retirement and Social Security Law of the State of New York.

#### **16.4 Retiree Medical Insurance**

With respect to employees hired on or after January 1, 1990, the Town will contribute for health insurance for retirees and spouses/dependents 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 or more of service:*	80%
15 years of service but less than 20:	70%
10 years of service but less than 15:	60%

\* Effective January 1, 2006, twenty years of service or more the Library contribution shall be eighty-five percent (85%).

The Town shall make such health insurance contribution 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 Posting**

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

#### **17.2 Interviewing**

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 procedures with respect to those provisions of this Agreement as confer rights and privileges to 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 that 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 days from the time when the employee becomes aggrieved and a decision thereon shall be rendered within ten 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 days after the submission of a grievance at the informal stage, or within ten 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 writing within ten 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 days after receipt of the grievance statements from the aggrieved employee. Within ten 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 days after the submission of the grievances to the President of the Library Board of Trustees, or his/her designee, or within fifteen 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 Union Representatives**

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 Non-Discrimination Clause (Library)**

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 Non-Discrimination Clause (Union)**

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

### **19.4 Distribution of Collective Bargaining Agreement**

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

### **19.5 Subterfuge Clause**

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 Non-Discrimination for Union Activity**

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 Employee Responsibilities**

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 Bulletin Boards**

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 Access to Premises**

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 Access to Employees**

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, not more than one hour per week.

### **20.4 Union Steward**

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    Management Rights Clause**

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 workforce, to make all decisions as to the operation of the Library system and its workforce, the increase and/or decrease in the workforce, 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    Workers' Compensation Insurance**

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/her case, receive up to six 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 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 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 months. Thereafter, the employee shall be removed from payroll.

## **ARTICLE 23      JOB RELATED COURSES**

### **23.1 Tuition**

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 Training and Development**

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 Paid Leave**

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 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 Payment of Wages and Leave Credits**

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 No-Strike Clause**

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 Mileage**

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

### **27.2 Clothing Allowance (custodian only)**

The Library shall pay up to the following amount annually on behalf of each full-time custodian in the bargaining unit to purchase clothing related to the custodian's work, including work shoes. A pro-rated amount shall be available for each part-time custodian:

Effective January 1, 2009	\$250
Effective January 1, 2010	\$300
Effective January 1, 2011	\$350

## **ARTICLE 28 THE SCOPE OF THE AGREEMENT**

### **28.1 Statement**

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 Unpaid Leave**

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 months after the birth of a child or adoption of a minor child. An employee on child care leave can request one additional six 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 Use of Leave Credits**

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 UNPAID LEAVE OF ABSENCE**

### **30.1 Authorization**

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

### **30.2 Accrual of Leave Credits**

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 Legislative Action**

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.

## **ARTICLE 32 SAVINGS CLAUSE**

### **32.1 Statement**

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 TERMS OF AGREEMENT**

### **33.1 Duration of Agreement**

This contract will be effective for a three year period commencing on January 1, 2009 through December 31, 2011. The parties will reopen negotiations on or about June 15, 2010 for sole purpose of negotiating pay increases for the period January 1, 2011 through December 31, 2011.

## **ARTICLE 34      TERMINAL LEAVE PAY PLAN**

### **34.1    Payment for Unused Sick Leave (20 years)**

On termination, retirement or death after twenty 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 percent thereof, but not to exceed a total of two hundred fifty 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.

### **34.2    Payment for Unused Sick Leave (10 to 20 years)**

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

### **34.3    Pension Calculations**

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    Eligibility**

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

### **34.5    Part-Time Employees**

All part-time employees shall be eligible to receive one-half the sick leave benefit upon retirement that is available to full-time employees (same proportion but days paid at half pay).

## **ARTICLE 35      EVALUATION**

### **35.1    Committee to Finalize Program**

There shall be a committee of four to finalize the evaluation for the Library's annual evaluation of CSEA represented employees.

### **35.2    Committee Members**

The Committee shall consist of the CSEA Unit President and one Union member. In addition, the Committee shall consist of two representatives named by Library management.

### **35.3    Procedure**

All employee evaluations are to take place in the month of January of each given year. All CSEA-represented employees shall have the right to submit a written rebuttal. Said rebuttal shall be attached to the evaluation form.

**ARTICLE 36 EXECUTION OF AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on \_\_\_\_\_, 2009.

**TOWN OF NORTH CASTLE**

**CIVIL SERVICE EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
**Reese Berman**  
**Town Supervisor**

\_\_\_\_\_  
**Edith Martimucci**  
**Unit III President**

\_\_\_\_\_  
**Sheila J. Tyler**  
**Labor Relations Specialist**



## SALARY SCHEDULES

### PRINCIPAL LIBRARY CLERK

Step	1/1/2009	1/1/2010
1	\$41,486	\$42,316
2	\$43,560	\$44,431
3	\$45,736	\$46,650
4	\$48,025	\$48,985
5	\$50,430	\$51,438
6	\$52,948	\$54,007
7	\$55,597	\$56,709
8	\$58,376	\$59,543

### SENIOR CLERK

Step	1/1/2009	1/1/2010
1	\$37,177	\$37,920
2	\$39,034	\$39,815
3	\$40,986	\$41,805
4	\$43,036	\$43,897
5	\$45,186	\$46,090
6	\$47,445	\$48,394
7	\$49,820	\$50,816
8	\$52,311	\$53,357

### CLERK

Step	1/1/2009	1/1/2010
1	\$29,078	\$29,660
2	\$30,534	\$31,144
3	\$32,062	\$32,703
4	\$33,663	\$34,336
5	\$35,346	\$36,053
6	\$37,111	\$37,853
7	\$38,969	\$39,748
8	\$40,917	\$41,736

#### CUSTODIAN/CARETAKER

Step	1/1/2009	1/1/2010
1	\$36,815	\$37,551
2	\$38,654	\$39,427
3	\$40,587	\$41,399
4	\$42,617	\$43,469
5	\$44,749	\$45,644
6	\$46,986	\$47,926
7	\$49,334	\$50,321
8	\$51,804	\$52,840

#### LIBRARIAN II

Step	1/1/2009	1/1/2010
1	\$48,882	\$49,860
2	\$51,327	\$52,354
3	\$53,895	\$54,973
4	\$56,588	\$57,719
5	\$59,418	\$60,606
6	\$62,386	\$63,634
7	\$65,504	\$66,814
8	\$68,781	\$70,156

#### LIBRARIAN I

Step	1/1/2009	1/1/2010
1	\$46,266	\$47,192
2	\$48,579	\$49,550
3	\$51,008	\$52,028
4	\$53,557	\$54,628
5	\$56,236	\$57,360
6	\$59,050	\$60,231
7	\$62,001	\$63,241
8	\$65,099	\$66,401

#### LIBRARY ASSISTANT

Step	1/1/2009	1/1/2010
1	\$43,878	\$44,756
2	\$46,069	\$46,991
3	\$48,372	\$49,340
4	\$50,793	\$51,809
5	\$53,331	\$54,397
6	\$55,997	\$57,117
7	\$58,797	\$59,973
8	\$61,737	\$62,971