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#### **Contract Database Metadata Elements**

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# AGREEMENT

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by and between the  
**BOARD OF TRUSTEES**

of the  
**HEWLETT-WOODMERE  
PUBLIC LIBRARY**


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

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 22 2005

ADMINISTRATION



Professional Employees   
Nassau County Municipal Employees Local 882

**July 1, 2004 - June 30, 2008**



11

## CONTRACT OUTLINE

POLICY (HIRING) [p4]

DEFINITIONS [p4]

### ARTICLE I. REPRESENTATION [p5]

- Section 1. Recognition [p5]
- Section 2. Continuance of Recognition [p5]
- Section 3. Procedure for Representation [p5]
- Section 4. Negotiations [p5]
- Section 5. Agreements [p6]
- Section 6. Membership Dues- Deductions [p6]
- Section 7. Strikes [p7]
- Section 8. Unit Meetings [p7]
- Section 9. Insurance Consultations [p7]

### ARTICLE II. CONDITIONS OF EMPLOYMENT [p7]

- Section 1. Basic Work Schedule [p7]
- Section 2. Overtime, Sunday Work, Lost Time, Tardiness [p8]
  - A. Overtime [p8]
  - B. Plus time for legal holidays [p8]
  - C. Sunday work [p8]
  - D. Emergency call-back [p8]
  - E. Lost time [p8]
  - F. Tardiness [p9]
  - G. Extended work day [p9]
- Section 3. Rest Periods [p9]
- Section 4. Holidays [p9]
- Section 5. Annual Leave [p10]
- Section 6. Leave in case of death in the immediate family [p11]
- Section 7. Sick Leave [p12]
- Section 8. Leave [p12]
  - A. Child care leave (formerly maternity leave) [p12]
  - B. Family care leave (immediate household) [p12]
- Section 9. Jury Duty [p13]
- Section 10. Library Closings [p14]
  - A. Weather Emergencies [p14]
  - B. Extended emergency closing [p14]

### ARTICLE III. SALARIES [p14]

- Section 1. Graded Salary Plan [p14]
- Section 2. Paydays [p15]

ARTICLE IV. OTHER BENEFITS [p15]

- Section 1. Mileage allowance [p15]
- Section 2. Health Insurance, Dental Insurance and optical coverage [p16]
  - A. Health Insurance [p16]
  - B. Dental Insurance [p17]
  - C. Optical Insurance [p17]
- Section 3. Disability Insurance [p17]
- Section 4. Pension Plan [p18]
  - A. Contributions [p18]
  - B. Plans [p18]
  - C. Death Benefit [p18]
- Section 5. In-service training [p18]
- Section 6. Other Benefits [p18]
  - A. Tax-sheltered annuities (403B Plans) [p18]
  - B. Tuition grants [p18]
  - C. Credit Union Plan [p19]
  - D. Vested Employee Benefits [p19]
  - E. Reduced work schedule [p19]

ARTICLE V. EMPLOYEE PROTECTION [p19]

- Section 1. Workers' Compensation [p19]
- Section 2. Civil Service Protection [p20]
- Section 3. Promotions [p20]
- Section 4. Seniority [p21]
- Section 5. Grievances [p21]
- Section 6. Legal Counsel [p22]
- Section 7. Work Environment [p22]

ARTICLE VI. TERMS OF CONTRACT [p22]

- Section 1. Modification [p22]
- Section 2. Length of Contract [p22]
- Section 3. Subject to Referendum (Budget Vote) [p22]
- Section 4. Agreements between public employer and employee organizations [p23]

**CONTRACT WITH PROFESSIONAL EMPLOYEES**

JULY 1, 2004 – JUNE 30, 2008

BOARD OF TRUSTEES OF THE  
HEWLETT-WOODMERE PUBLIC LIBRARY

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME AFL-CIO  
NASSAU COUNTY MUNICIPAL EMPLOYEES LOCAL 882

**POLICY:**

It is the policy of the Hewlett-Woodmere Public Library to fill all vacancies with fully qualified personnel. Minimum qualifications for appointment to positions in the Library are established by the Board of Trustees. Careful consideration is given to education, skill, experience and personal attributes appropriate for the specific position to be filled. Purely personal considerations do not enter into selection of staff members, nor is there discrimination or favoritism because of race, color, creed, national origin, sex or marital status. Physically handicapped persons are eligible for appointment, provided they are able to perform satisfactorily the duties of positions for which they are being considered.

**DEFINITIONS:**

The Board of Trustees of the Hewlett-Woodmere Public Library shall hereinafter be known throughout the contract as the Board. The Civil Service Employees Association, Inc. Local 1000 AFSCME AFL-CIO, Hewlett-Woodmere Public Library Unit, shall hereinafter be called CSEA.

**ARTICLE I. REPRESENTATION**

## **ARTICLE I. REPRESENTATION**

### **SECTION 1. RECOGNITION**

The Board recognizes the CSEA as the sole and exclusive bargaining agent during the period of implementation of this agreement for the Professional Personnel including Cultural Programming Specialist, Library Assistant, Librarian Trainee, Librarian I, Librarian II, Librarian III, not including the Director or Assistant Director assigned to the administration department on a permanent basis.

Eligibility for unit membership shall be a minimum schedule of 17 ½ hours weekly.

### **SECTION 2. CONTINUANCE OF RECOGNITION**

The bargaining agent of the Professional Personnel of the Hewlett-Woodmere Public Library shall remain in effect so long as the contract is in force.

### **SECTION 3. PROCEDURE FOR REPRESENTATION**

A. An organization seeking representation status shall collect signed and dated pledge cards which shall indicate that the signer desires to have that organization serve as the bargaining agent. Confidence of these cards may not be violated and they shall remain in the possession of the collecting organization until such time as they are presented for certification.

B. Presentation of these cards shall be made to an impartial agency as provided for in the Public Employees Relations Act (TAYLOR) under Chapter 392, Laws of 1967.

C. If no challenge exists at the end of the contract period, the same bargaining agent shall be empowered to negotiate the next contract.

### **SECTION 4. NEGOTIATIONS**

A. There shall be negotiations in accordance with procedures set forth in a good faith effort to reach mutual understanding and agreement on matters affecting said employees of the Hewlett-Woodmere Public Library.

B. During negotiations, the Board and the CSEA shall exchange points of view, make proposals and counter-proposals. The Board shall make available to the CSEA for inspection, all pertinent public records.

C. Contract negotiations shall take place on Library time.

## SECTION 5. AGREEMENTS

- A. Any agreements reached with the Board shall be reduced to writing, shall be signed by the President and all members of the Board, by a duly authorized representative of the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO, and by the President of the Hewlett-Woodmere Library Unit.
- B. The Parties agree that this agreement shall remain in force for the period of the contract.
- C. The final agreement between CSEA and the Board shall be incorporated as an addendum to the minutes of the Board meeting at which said agreement is ratified.
- D. All existing personnel policies shall remain in effect unless modified by this agreement.

## SECTION 6. MEMBERSHIP DUES-DEDUCTIONS

- A. The Board agrees to deduct on each payday from the salaries of those employees of the Library who are members of the CSEA and who individually and in writing authorize the Board to make such deductions, such sums of money as are necessary for the payment of their membership dues to the CSEA, and if so ordered by the employee, premiums for the CSEA Group Life Insurance and/or CSEA Accident and Health Insurance.
- B. The Civil Service Employees Association Inc., Local 1000 AFSCME AFL-CIO, having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association Inc., Local 1000 AFSCME AFL-CIO, the amount equivalent to the dues levied by the Civil Service Employees, Inc., Local 1000 AFSCME, AFL-CIO. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York 12210.
- C. Membership dues will be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. Insurance premiums will be payable to the Traveler's Insurance Company, or any other agreed upon insurance company, but sent to the CSEA at the above address.
- D. Deductions authorized by any employee shall continue as so authorized unless, and until such employee notifies the Board in writing that he desires to discontinue or to change. Such notification of discontinuance or change shall be in writing, signed by the employee, and submitted to the Board in duplicate. One copy shall be forwarded by the Board to the Unit Treasurer of the CSEA.
- E. The CSEA assumes full responsibility for the disposition of the funds so deducted once they are turned over to CSEA.



## SECTION 7. STRIKES

The Board and the CSEA recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. The Board and the CSEA also recognize that differences and disputes as between the Board and employees of the Library who are members of CSEA should be resolved by peaceful means without interruption of the normal duties necessary to the operation of the Library. The CSEA therefore agrees that there will be no strikes, slowdowns or other concerted stoppage or refusal to perform work by employees covered by this contract nor will there be any attempt by those employees or the CSEA to instigate such conduct. The Board agrees to bargain in good faith with the CSEA concerning the terms and conditions of employment of those employees covered by this contract.

## SECTION 8. UNIT MEETINGS

The Board agrees that the CSEA may conduct meetings of its members who are employees of the Library on the Library premises during the hours when the Library is not open to the public. Such meetings must be scheduled in advance with the Director. The CSEA agrees that it will be responsible for the orderliness and security of the premises during such meetings and for the proper closing of the building after such meetings. The CSEA further agrees that failure to maintain the orderliness and security of the premises on its part shall be sufficient basis for revocation of the permission granted herein by the Board.

## SECTION 9. INSURANCE CONSULTATIONS

The CSEA shall have the right to designate a representative of Jardines Group Services Corporation, agents for the CSEA Health and Accident Insurance program, and the Travelers' Insurance Company, the underwriters of the CSEA Life Insurance Program, to visit the employees covered under this agreement on the job for the purpose of explaining this protection and/or adjusting any claims, provided, however, that the Director of the Library is notified in advance and total assurance is given that the work of the Library will not be affected.

## **ARTICLE II. CONDITIONS OF EMPLOYMENT**

### SECTION 1. BASIC WORK SCHEDULE

The schedule of work for each employee shall be thirty-five (35) hours per week, on a Monday through Saturday schedule. The Library shall have the right to hire employees on or after July 26, 2000 whose basic work week shall consist of 35 hours, which shall be on a Sunday through Friday schedule.

The Library may appoint employees to regular schedules averaging lower than 35 hours per week.

## SECTION 2. OVERTIME, SUNDAY WORK, LOST TIME, TARDINESS

A. Overtime requested and authorized by the Library Administration which is any work in excess of the basic work schedule (35 hours) herein established shall be considered overtime work, with the exception of legal holidays and certain extra part-time work. Compensation for such overtime work shall be paid at the rate of time and a half according to each employee's hourly rate.

Where a need arises for extra hours on a regular basis for which the Library would ordinarily hire a part time person at a straight hourly rate, if there is a regular staff member willing to work such extra hours for this regular hourly rate, such an arrangement will be allowed. No staff member may be required to accept such an arrangement. Such arrangements existing will continue.

B. Plus time for legal holidays. Hours worked on legal holidays shall be compensated in the form of "Plus Time" computed at 2 times the number of hours worked over the regular work week in the week in which the legal holiday falls. Thus, if a full time employee works a regular 35 hour week, including a legal holiday, he/she will be credited with 14 hours plus time for that week.

This "Plus Time" (including hours worked on a legal holiday) should not accumulate, should be used in the next six months and must be used up before the end of each fiscal year. Use of plus time is at the discretion of the Library Director and must be requested, in writing, at least one week in advance. In general, employees may not use plus time to extend a vacation period.

C. Sunday Work. Where the Library's schedule requires the presence of Library staff for work on Sunday, such hours shall be compensated with pay at double their regular hourly rate.

It is agreed that the Administration will first attempt to staff the Sunday hours with volunteers from the regular staff before assigning Sunday time. It shall be the obligation of staff members so assigned to fulfill the requirement. Failure of a staff member to report for Sunday duty shall be cause for disciplinary action.

D. Emergency Call-Back. In the event an employee is required by the Library Director or her/his designated representative to report for work in an emergency situation when he or she is not scheduled, the employee shall be entitled to a minimum of 3 hours pay for which the Library shall be entitled to 3 hours work. If such employment results in a work week of more than 35 hours, such overage shall be computed at 1&1/2 times the usual rate. However, the Library Director may, in her/his discretion, modify the employee's usual work schedule for that week in order to limit the total hours worked to 35 hours. The provisions of this paragraph shall not pertain to an extension of work hours while employee is in the Library.

E. Lost Time. Lateness and other unauthorized absences are recorded as minus time. With the exception of emergency situations, the amount of time late will be doubled to compute minus time. Minus time may be made up, rather than deducted, provided arrangements are made in advance with the Director, and provided the make-up time is in periods of no less than thirty minutes.

F. Tardiness. The time record is the responsibility of each staff member. He/She is expected to note accurately each occurrence of lateness, illness, or other minus time and any plus time earned, the notation "Approved by....".

G. Extended Work Day. A \$10.00 meal allowance will be given if any employee's schedule is extended to a 12 hour (9 a.m. - 9 p.m.) day after reporting to work.

### SECTION 3. REST PERIODS

Employees covered under this contract are allowed a relief period of 15 minutes during each half day's schedule. A relief period is meant to provide a time of relaxation from the tension of work schedules and must be taken away from the work area. Under no circumstances may it be taken at the beginning or at the end of the daily schedule to make up lost time, or joined together and taken in one 30 minute period. An employee may not leave the building during this period except under unusual circumstances and then only with the permission of his/her immediate supervisor. Time for rest periods must be taken at the convenience of the schedule so that service is maintained. No department may be left completely unmanned. Each employee is expected not to exceed the time allowed.

### SECTION 4. HOLIDAYS

The Legal Holidays\* for Professional Employees

Plus time shall be allowed for any listed holiday on which the Library is open.

New Year's Day	Library Closed
Martin Luther King, Jr's. Birthday	Board Decision
Lincoln's Birthday	Board Decision
Washington's Birthday	Board Decision
Memorial Day	Board Decision
Independence Day	Library Closed
Labor Day	Library Closed
Columbus Day	Board Decision
Veteran's Day	Board Decision
Election Day	Board Decision
Thanksgiving Day	Library Closed
Christmas Eve	Library Closed At 1:00 P.M.
Christmas Day	Library Closed
New Year's Eve	Library Closed At 1:00 P.M.

\*The Board will annually review its policy concerning Easter Sunday, particularly when Easter and Passover coincide. When that happens, the Board will consider a modification of its policy.

The Board will consider early closing on Thanksgiving Eve on an annual basis. If the Board elects to close, the 28 hour work week remains.

Decision as to whether the Library will be open or closed during a Legal Holiday, as well as the hours of opening and closing, is the responsibility of the Board of Trustees. Where the Library is open, compensatory or plus time is allowed at the rate of 2 times the number of hours worked in excess of the regular work week. Except as noted below each holiday reduces the regular work week in which it falls by 7 hours.

Plus time is not allowed for time not worked. If an employee is ill during a week in which the Library is open for a holiday and does not work more hours than the regular work week for that week, sick time is not deducted and plus time is not credited for the holiday. If any of the holidays listed above fall within an employee's vacation period or a week in which the employee has arranged for the use of plus time, the holidays shall not be counted as vacation days or plus time taken by the employee.

Library Holidays that fall on Sunday are observed on Monday. The regular work week during the weeks of Christmas and New Year's shall be 24 & 1/2 hours. If the eve of the holiday falls on a Sunday with the day of the holiday on a Monday, the regular work week during these weeks shall be 28 hours.

#### SECTION 5. ANNUAL LEAVE

A. Annual leave shall consist of vacation time, personal leave time, and religious holiday time.

B. Annual leave provisions shall be as stated in the Personnel Policy. Most vacations shall be scheduled between April and October. Vacation requests for this period should be submitted for approval by December 30. Requests for the use of an employee's remaining vacation should be submitted by September 1st.

C. Use of Annual Leave must be arranged at least one week in advance with the Director except in cases of emergency.

D. Rates of Accrual:

Full-time employees hired before July 1, 1995 will earn from 26-31 days of annual leave per year. Salaried employees working fewer than 35 hours per week will earn annual leave pro-rated to the number of hours in their normal work week

Full-time employees hired subsequent to June 30, 1995 shall earn annual leave according to the following schedule:

After 1 year.....	15 working days
After 2 years.....	16 working days
After 3 years.....	17 working days
After 4 years.....	18 working days
After 5 years.....	19 working days
After 6 years.....	20 working days
After 7 years.....	21 working days
After 8 years.....	22 working days
After 9 years.....	23 working days
After 10 years.....	24 working days
After 11 years.....	25 working days
After 12 years.....	26 working days
After 13 years.....	27 working days
After 14 years.....	28 working days
After 15 years.....	29 working days
After 16 years.....	30 working days
After 17 years.....	31 working days

Salaried employees who work fewer than 35 hours per week shall earn annual leave pro-rated to the number of hours in their normal work week.

SECTION 6. LEAVE IN CASE OF DEATH IN THE IMMEDIATE FAMILY

A. In the case of death in the immediate family, leave allowance will be as follows:

5 days: husband, wife, person who is a member of the immediate household, parent, child, brother, sister, foster/step parent, foster/step child, foster/step brother or sister.

3 days: grandparent, mother-in-law, father-in-law.

1 day: niece, nephew, aunt, uncle, sister-in-law, brother-in-law.

B. Leave in the case of death of other relatives or friends may be taken from annual leave by special arrangement with the Director.

## SECTION 7. SICK LEAVE

A. Each employee is entitled to one working day as sick leave for each full month worked, the minimum unit of charge against such sick leave being one hour.

B. New employees are advanced sick leave up to the amount that can be earned by the end of the fiscal year in which they are appointed. If termination occurs before used sick leave is actually earned, the unearned amount used is deducted from annual leave credits or from final salary check if the annual leave balance is not sufficient.

C. Sick Leave unused at the end of each fiscal year may be accumulated up to 180 working days. Effective July 1, 2000, employees who have accumulated the maximum 180 sick leave days shall be entitled to reimbursement at the end of each contract year for sick leave days earned in that year at the rate of 1:2, i.e., one day's pay for every two days accumulated.

D. If an illness extends beyond three days, a doctor's certificate may be required.

E. Visits to doctors or dentists, unless in a real emergency, cannot be counted as sick leave. They should be arranged for on time off.

F. Emergency illness in the family, which may require the presence of the employee may not be counted as sick leave. Arrangement may be made for the use of plus time or annual leave for this purpose. However, employees who have been in continuous employment for five or more years, and who have accumulated 40 or more days of sick leave, may use 2 of these days each year for illness in the family or medical check up. Request for use of this time for medical check ups should be made at least one week in advance. If accumulated sick leave falls below 40 days, this privilege is rescinded.

G. If an employee becomes ill on a scheduled free day, paid holiday or within a vacation period, he/she cannot change the time to sick leave and take additional free time. Sick leave credits shall not accrue during any month in which a staff member is on leave without pay for more than 15 calendar days.

H. Upon retirement for purpose of collecting a pension, or termination for reasons other than misconduct, an employee will be reimbursed for 100% of his/her accumulated sick leave. Employees hired on or after July 26, 2000 shall be reimbursed for 85% of his/her accumulated sick leave. Payment of the amount due will be in one lump sum or by continuing the employee on the payroll until benefits have been exhausted. Method of payment shall be at the option of the Board. Employee shall receive notice of Board's decision.

Upon retirement, all unused sick leave accumulated as of June 30, 2000 shall be reimbursed at the employee's rate of pay in effect on June 30, 2000. All unused sick leave accumulated on or after July 1, 2000 shall be reimbursed at the rate of pay in effect when the sick leave was earned.

In the event of the death of an employee, the Library shall pay to the employee's beneficiary, if so designated, or estate, if no beneficiary is designated, the sum the employee would have received under the terms of this section had he/she survived.

I. The Administration agrees to maintain a complete record of accumulated sick leave credits which may be inspected by the individual employee upon request.

J. A "Sick Leave Bank" shall be established. Unit members may donate up to one sick day per year to a "bank." A seriously ill or injured employee with 10 or more years of service may apply to the Bank for use of "banked" time. The Bank, by its authorized representative, in consultation with the Library Director, will approve or deny such application. There will be no "pay back." Requests for time may be granted only to those who have contributed to the bank. Donated time must be from time accumulated at or below 180 days. The Personnel Office will maintain the bank's records. An SLB Committee shall be formed to implement the bank, and to review procedures related to this benefit.

#### SECTION 8. LEAVE

A. Leave without pay shall be granted for child care purposes for a period not to exceed 12 months. Employment during pregnancy may continue provided the employee's physician will certify in writing that such employment will not be detrimental to the health of the employee. A request for child care leave, with a doctor's certificate, must be submitted not later than the completion of the fourth month of pregnancy. Any earned but not used annual leave may be used at the beginning of child care leave, but sick leave may not be used for this purpose. The employee must notify the Director in writing one month before the termination of leave of absence if he/she intends to be reinstated.

B. Leave without pay shall be granted to an employee for the care of a critically/terminally ill child, parent, spouse or person who is a member of the immediate household. This leave shall not exceed 12 months and must be approved by the Library Director.

#### SECTION 9. JURY DUTY

Leave with full pay will be given for each day a staff member is assigned to jury duty regardless of the number of hours served within that day. Employees will not be required to report for work for the duration of the jury duty, unless the juror is put on phone notice as to when he/she shall report for jury duty. Employees must return to library duty upon termination of jury duty or upon final excuse by the court. Any compensation paid for jury duty to the employee, less any reimbursed travel expenses, shall be paid to the library by the employee.

Leave for service on jury duty is not deducted from an employee's annual leave or plus time. In the event that service on jury duty conflicts with an employee's scheduled use of annual leave or plus time, the annual leave or plus time shall be rescheduled at the convenience of the library.

## SECTION 10. LIBRARY CLOSINGS

In the event that the Library Director determines that the Library should be closed because of bomb threats; mechanical failure in the heating, air conditioning, or power systems; inclement weather; or similar problems, employees shall be released from work without charge to leave credits up to the amount of scheduled working time for the hours the Library is closed. If such a closing takes place on an employee's free time, holiday, vacation or sick leave, additional time is not granted.

The senior professional member of the staff who is on duty at the time any emergency arises shall attempt to contact the Library Director, or those individuals designated by the Director, to obtain an administrative decision about the closing of the Library. A list of the individuals to be contacted in such an emergency shall be posted in the Reference Office. If this member of the staff is unable to contact the Library Director, or an individual designated by the Director, the staff member shall be empowered to decide whether or not the Library should be closed.

### A. WEATHER EMERGENCY PROVISION

When the Hewlett-Woodmere Public Schools are closed due to snow emergencies, the Library will remain closed until at least 1:00 P.M. Those employees scheduled to work from 9:00 A.M. to 5:00 P.M. will work from 1:00 to 5:00 P.M. Those employees scheduled to work from 10:00 A.M. to 6:00 P.M. will work from 2:00 to 6:00 P.M. Those employees scheduled to work from 1:00 - 9:00 P.M. will work from 5:00 - 9:00 P.M. The schedules and hours listed here are subject to change by the Library Director.

### B. EXTENDED EMERGENCY CLOSING

If the Library is closed because of an emergency, personnel can be directed to utilize annual leave during such closing (Minimum 1 week). This shall not apply to building construction.

## **ARTICLE III. SALARIES**

### SECTION 1. GRADED SALARY PLAN

A. Effective July 1, 2004, a Graded Salary Plan (Appendix B) is hereby adopted for all full time employees. All employees shall receive monetary compensation for their services in accordance with the Graded Salary Plan appropriate to their employment title. An employee shall advance to the next step in her/his title each succeeding July first.

Effective July 1, 2004, the Graded Salary Plan will be increased by 1.75%.  
Effective July 1, 2005, the Graded Salary Plan will be increased by 3.00%.  
Effective July 1, 2006, the Graded Salary Plan will be increased by 2.50%.  
Effective July 1, 2007, the Graded Salary Plan will be increased by 2.50%.



B. Longevity: A longevity payment of \$1,000.00 shall be added each year to the salary of employees who have completed the 20<sup>th</sup> step, for the life of this contract.

C. The Library Director may deny an employee a scheduled step Increase. No employee may be denied a scheduled step increase except in accordance with New York State and Nassau County Civil Service Laws, Rules and Regulations, and except for poor work performance or a consistent failure to perform the duties and discharge the responsibilities of his/her position.

The Library Director shall confer with such an employee's supervisor and shall require the supervisor to submit a written evaluation of the employee's performance.

An employee shall receive written notice from the Library Director of the intention to deny the employee a scheduled step increase. The Library Director's notice of Intent shall cite the specific areas of the employee's performance that require improvement. An employee may appeal the Library Director's decision by means of the procedures contained in Article V, Section 5 (Grievances) of this agreement and/or by other means as provided by Law.

D. Notwithstanding the preceding provisions of this section, a person whose service to the Library begins less than six (6) months prior to July 1<sup>st</sup> generally shall not be entitled to advance to the next step, unless such a person was previously employed by the Library.

E. The Graded Salary Plan contains longevity at the 15th, 17th, and 20th steps. An employee shall remain three (3) years in step 12 before advancing to step 15, two (2) years in step 15 before advancing to step 17, and three (3) years in step 17 before advancing to step 20.

## SECTION 2. PAYDAYS

All employees of the Library are paid by check on the 15th and last days of each month. If the 15th or last day of the month falls on a weekend or holiday, payment will be made on the preceding business day.

Staff members will receive their checks after 3 P.M. on the business day preceding payday.

## ARTICLE IV. OTHER BENEFITS

### SECTION 1. MILEAGE ALLOWANCE

A. Where an employee is required to use his/her personal automobile on Library business, such employee shall be entitled to compensation in accordance with current IRS allowance per mile.

SECTION 2. HEALTH INSURANCE AND DENTAL INSURANCE

A. HEALTH INSURANCE

The Board agrees to remain a participating employer in the State Health Insurance Plan (Empire Plan).

The Board agrees to pay the full cost of the Statewide Plan (Empire Plan) for all employees, and 95% of the difference between the individual and family premiums, for employees hired before July 1, 1991 such payment to continue after retirement.

The Board agrees to pay the full cost of the Statewide Plan (Empire Plan) for all employees, and 90% of the difference between the individual and family premiums for employees hired on or subsequent to July 1, 1991, such payment to continue after retirement.

Commencing in the third year of the Contract, on July 1, 2006, this section shall be amended to read:

The Board agrees to remain a participating employer in the State Health Insurance Plan (Empire Plan). The Board shall pay the premium cost for each employee who works 35 hours per week as follows:

Employees hired before July 1, 1991

	<u>Board Pays</u>
Individual	95 %
Family	90 %

Employees hired July 1, 1991 and subsequent thereto

	<u>Board Pays</u>
Individual	95 %
Family	85 %

Deductions for the payment of the employee's portion of the health insurance premium paid as provided for herein, shall be made in accordance with the provisions of Internal Revenue Code Section 125 (the sum deducted shall not be included in the employee's taxable income).

In the event that the Bargaining Unit elects to join an HMO, 1/3 of any savings that the Library realizes will be applied to the Dental Insurance premiums, thereby reducing the cost of Dental Insurance to the employees.

## B. DENTAL INSURANCE

The Board agrees to remain a participating employer in the current group dental insurance plan of CSEA/EBF (Duchess Plan), or other plan that is chosen by the Library's covered employees.

It shall be the Board's obligation to pay premiums for individual and dependent coverage for employees hired prior to and including June 30, 1976 and to pay only the premium for individual coverage for employees hired on or subsequent to July 1, 1976.

The Board's contributions toward the costs of said Dental Plan for all employees of the Library shall not exceed the sum of \$16,600 in the first year of the contract, and an additional \$600 in each of three subsequent years.

In the event that the annual cost of the dental insurance exceeds the limits denoted above, the Board's contributions shall be applied proportionately to each covered employee's premium on the basis of each employee's type of coverage and eligibility for a board contribution toward said coverage.

The membership of the Hewlett-Woodmere Public Library Unit of the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO, shall determine the proportion upon which the Board's contributions shall be applied to each type of coverage. On the basis of this proportion, it shall be the Board's obligation to adjust the covered employees' monthly payroll deductions for dental insurance to reflect changes in the premiums, number of covered employees, or types of coverage of the covered employees.

If the employees wish to obtain additional dental insurance, the Board will make arrangements for group coverage if available and shall also arrange to deduct premiums from each employee's paycheck.

## C. OPTICAL INSURANCE

Effective January 1, 2001, and continuing for the life of this contract to June 30, 2008 the Library will implement the CSEA/EBF Eyeglass Plan (Platinum 12). The Library will contribute 100% coverage toward an individual plan. Employees who wish to obtain family coverage shall pay the difference between the family and individual plans. Such contribution shall be made by a payroll deduction.

## SECTION 3. DISABILITY INSURANCE

All CSEA members will be covered by the New York State Disability Insurance. The Board and the covered employees agree to pay the employer/employee contributions as are required by New York State Law.

#### SECTION 4. PENSION PLAN

A. Participation in the New York State Employees' Retirement System is mandatory for all permanently appointed staff members except cleaners, laborers and exempt classification, who may voluntarily join the Retirement System. The contribution rate of each staff member is determined by the staff member's date of membership in the New York State Employees' Retirement System. Payment is made through regular payroll deductions.

B. On July 1, 1968 the Board became a participating employer in the 1/60 non-contributory plan, thus paying the full amount of the contribution, both the employees' and the employer's share. The employee may elect to continue to contribute to the annuity portion, amount determined by the New York State Employees' Retirement System. On June 30, 1971, the Board agreed to become a participating employer in the "25 Year Career Plan" (Sect. 75G) and on June 30, 1972 to become a participating employer in the "20 Year Career Plan" (Sect. 75i).

C. The Board agreed to adopt sections 60B and 360B of the Retirement Law, the guaranteed minimum death benefit, as of June 30, 1971.

#### SECTION 5. IN SERVICE TRAINING

A. Where the Library requests that a staff member receive specialized training of value to the work of the Library, expenses relative to such training will be paid by the Library, and hours will be considered as working hours. This does not include cost of education in order to obtain further professional degrees.

#### SECTION 6. OTHER BENEFITS

A. The Board agrees to provide a systematic payroll deduction plan for investment in United States Savings Bonds or Tax-sheltered Annuity Plans at the request of each individual employee, provided that neither plan shall result in a cost or contribution on the part of the Board.

B. Tuition grants shall be made available to all full-time employees for any structured course work approved by the Director: i.e. workshops, seminars, college or continuing education courses, etc. that enhance job performance and is not a prerequisite for any library position.

These grants, together with those given Clerical/Building Maintenance Employees, shall not exceed the sum of \$6,000.00 in the first year of the contract and an additional \$500 in each of three subsequent years. Such reimbursements shall be prorated among the participants with no carry forward to the following years of sums not expended in any year. A professional growth committee is to be established to implement this program.

Effective July 1, 2000, the Library will utilize a maximum of \$1,000 of the unused tuition grants towards establishing a staff audio/video continuing education library. Effective July 1, 2001 and in each subsequent year of the contract, the Library will maintain the audio/video library utilizing the unused tuition grants up to a maximum of \$1,000 per year.

C. Credit Union Plan: The employer agrees to participate in the direct deposit Savings Plan of the Nassau Educators Federal Credit Union.

D. Vested employee Benefits:

1. Health insurance: The employer will comply with those regulations pertaining to vested health insurance benefits as specified in the law. (see Appendix C)
2. Vested employees will not be considered eligible for dental insurance.
3. Annual leave: Upon returning to the employ of the Hewlett-Woodmere Public Library, a vested employee will not be given credit for previous years of service in the computation of annual leave.

E. Reduced work schedule:

1. Salaried employees hired at less than full-time shall have benefits prorated to their work week.
2. Request for a reduced work schedule shall be granted to an employee with a minimum of 12 months of continuous service for medical/mental purposes for a period of 6 months. This reduced work schedule shall be granted upon submission of a Doctor's certificate, and at the discretion of the Library Director. An additional 6 months may be granted under the same conditions.

During this time, benefits will be prorated to reflect a reduced work schedule of not less than 21 hours per week for the purposes of accruing annual leave and sick leave, as well as to the cost of health insurance premiums.

The employee must notify the Director in writing one month before the termination of the reduced work schedule request if she/he intends to resume a full work schedule. This must be accompanied by a doctor's certificate stating that the employee is able to resume a full work schedule.

## **ARTICLE V. EMPLOYEE PROTECTION**

### **SECTION 1. WORKER'S COMPENSATION**

All employees are covered by Worker's Compensation for injuries sustained in the course of their employment. The employee must notify the Library of such injury as soon as possible either directly or through a third party.

Claims of injury shall be reported to the Worker's Compensation carrier by the Library.

An employee who is absent because of an injury sustained in the course of employment and is determined to be eligible for Worker's Compensation by the Worker's Compensation Board shall be entitled to full salary for a period not to exceed one (1) year from the date of injury, upon payment to the Library of the weekly amount of the Worker's Compensation benefits. The Library's obligation to pay salary shall commence upon receipt of the weekly Worker's Compensation benefits. Upon cessation of the weekly Worker's Compensation benefit the salary payments shall cease.

Employee's sick leave entitlements shall not be charged for absences during any payroll period wherein the employer receives a Worker's Compensation benefit.

## SECTION 2. CIVIL SERVICE PROTECTION

A. All employees covered by this contract who received appointment as permanent competitive employees after examination and selection from a Civil Service list shall be deemed to have Civil Service Status and to be entitled to the protection of Section Seventy-Five (75) of the Civil Service Law during the period of this contract.

B. All employees in the non-competitive class shall, after two full years of service, also be afforded the protection of Section Seventy-Five (75) of the Civil Service Law.

## SECTION 3. PROMOTIONS

A. It is the general policy to fill vacant positions above the entering level by promotion of qualified personnel.

B. The Board agrees to advise all employees covered by this contract of opportunities for promotion to higher positions in the Library as such opportunities occur. Such duty to advise shall be deemed fulfilled by posting appropriate notices on an employee bulletin board.

C. The Board further agrees that all employees who are qualified for such positions shall be given adequate opportunity to make application therefore.

D. Employees who take promotional examinations for positions in which they are qualified and interested, shall be given consideration and appointments will be made on the basis of seniority, provided the applicant is the one most fully qualified. However, to provide flexibility and to broaden the scope of the Library, positions may occasionally be filled by appointment outside the staff.

E. Promotional appointments will be made on the appropriate salary schedule at a step level that is at least equal to the employee's previous pay rate.

#### SECTION 4. SENIORITY

A. Seniority shall be based on the date of commencement of employment in the Library and also on the length of employment in grade.

B. If layoffs become necessary, provisional and probationary employees with the unit shall be laid off before any permanent employee. If after all provisional and probationary employees have been laid off, other reductions in staff are necessary, the Board shall lay off in accordance with the principles of seniority within each job title. The last person hired in the job title shall be the first person laid off, and the last person laid off in the job title shall be the first person rehired.

C. The elimination of a job classification shall not affect or be affected by the provisions of this paragraph.

#### SECTION 5. GRIEVANCES

A procedure for the handling of employee grievances is hereby established as follows:

A. Any employee aggrieved with relation to his/her work may present his/her grievance orally to the head of his/her department. A reply shall be given orally by the head of the department indicating what action, if any, will be taken with respect to the grievance, such reply being given within five working days of the date of presentation of the grievance.

B. If the employee is dissatisfied with the action taken by the head of the department with respect to his/her grievance such employee shall submit his/her grievance in writing to the Director within ten (10) days of the date that the oral reply of the head of the department was given. The Director shall thereupon submit his/her reply in writing within ten (10) days of the date of submission of the written grievance to him/her.

C. If the employee is still dissatisfied with the action taken by the Director with respect to his/her grievance, such employee shall submit his/her grievance in writing to the Board within ten (10) days of the date that the Director's written reply was given. The employee shall have the right to appear before the Board, if he/she so requests, and to be represented by the CSEA if he/she so requests. After considering the employee's grievance and contentions made in support thereof, and affording the Director an opportunity to submit his/her views both orally and in writing, the Board shall take such action as it deems proper and just and advise the employee and the Director in writing of the action taken.

D. If the employee is still not satisfied with the decision, a three member panel shall be selected to arbitrate the grievance: One member to be selected by the Board; another by the CSEA; the third to be mutually selected by the Board and the CSEA together. A majority decision shall be binding on both parties.

## SECTION 6. LEGAL COUNSEL

If an action is commenced against an employee arising out of the performance of his/her duties, legal counsel will be provided by the Board to defend such action. Employees shall receive time with full pay to prepare a defense and defend such an action, as well as to appear in court under subpoena or court order in any case that is related to employment at the Library. The time necessary to prepare said defense or defend such action shall be determined by the attorney representing the employee and selected by the Library.

## SECTION 7. WORK ENVIRONMENT

The employer agrees to provide a safe and healthful work environment for all employees, and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general.

Furthermore the employer agrees to properly notify employees of any and all scheduled building repairs/improvements, etc. which may require alternate work routines. Reasonable notice shall be given prior to commencement of such work. The employer further agrees to comply with all local, state and federal health and safety laws and regulations.

## **ARTICLE VI. TERMS OF CONTRACT**

### SECTION 1. MODIFICATIONS

The terms of this contract may not be changed, modified or altered in any way other than by express written agreement signed by both parties of this contract.

### SECTION 2. LENGTH OF CONTRACT

Provisions of this contract shall be effective as of July 1, 2004, and shall remain in full force and effect until June 30, 2008.

### SECTION 3. SUBJECT TO REFERENDUM

All terms of this contract with monetary implications are subject to the approval of the Library's proposed operating budget by the voters of the Hewlett-Woodmere Union Free School District #14 in each year of this contract.



SECTION 4. AGREEMENTS BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATIONS

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement: "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."

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this contract shall be furnished by the Chief Fiscal Officer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of this contract.

IN WITNESS THEREOF, the parties have herewith set forth their hands and seals this \_\_\_\_\_ Day of \_\_\_\_\_, 2005.

HEWLETT-WOODMERE PUBLIC LIBRARY

CIVIL SERVICE EMPLOYEES,  
INC., LOCAL 1000  
AFSCME AFL-CIO

BY PRESIDENT

BY UNIT PRESIDENT

TRUSTEE

BY COMMITTEE

TRUSTEE

BY COMMITTEE

TRUSTEE

BY COMMITTEE

TRUSTEE

\_\_\_\_\_  
BY COMMITTEE

COLLECTIVE BARGAINING  
SPECIALIST CSEA, INC.  
LOCAL 1000 AFSCME AFL-CIO

HEWLETT-WOODMERE PUBLIC LIBRARY

APPENDIX A  
GRADED SALARY PLAN - PROFESSIONAL STAFF

**LIBRARIAN I**

	2003/2004	2004/2005 <u>1.75%</u>	2005/2006 <u>3.0%</u>	2006/2007 <u>2.5%</u>	2007/2008 <u>2.5%</u>
Beg.	\$40,011	\$40,711	\$41,933	\$42,981	\$44,055
1	\$41,517	\$42,244	\$43,511	\$44,599	\$45,714
2	\$43,018	\$43,771	\$45,084	\$46,211	\$47,366
3	\$44,523	\$45,302	\$46,661	\$47,828	\$49,023
4	\$46,029	\$46,835	\$48,240	\$49,446	\$50,682
5	\$47,533	\$48,365	\$49,816	\$51,061	\$52,338
6	\$49,035	\$49,893	\$51,390	\$52,675	\$53,992
7	\$50,539	\$51,423	\$52,966	\$54,290	\$55,648
8	\$52,045	\$52,956	\$54,544	\$55,908	\$57,306
9	\$53,550	\$54,487	\$56,122	\$57,525	\$58,963
10	\$55,051	\$56,014	\$57,695	\$59,137	\$60,616
11	\$56,558	\$57,548	\$59,274	\$60,756	\$62,275
12	\$58,060	\$59,076	\$60,848	\$62,370	\$63,929
15	\$61,070	\$62,139	\$64,003	\$65,603	\$67,243
17	\$62,573	\$63,668	\$65,578	\$67,218	\$68,898
20	\$65,581	\$66,729	\$68,731	\$70,449	\$72,210

**LIBRARIAN II**

	2003/2004	2004/2005 <u>1.75%</u>	2005/2006 <u>3.0%</u>	2006/2007 <u>2.5%</u>	2007/2008 <u>2.5%</u>
Beg.	\$45,527	\$46,324	\$47,713	\$48,906	\$50,129
1	\$47,234	\$48,061	\$49,502	\$50,740	\$52,008
2	\$48,937	\$49,793	\$51,287	\$52,569	\$53,884
3	\$50,642	\$51,528	\$53,074	\$54,401	\$55,761
4	\$52,347	\$53,263	\$54,861	\$56,232	\$57,638
5	\$54,052	\$54,998	\$56,648	\$58,064	\$59,516
6	\$55,758	\$56,734	\$58,436	\$59,897	\$61,394
7	\$57,462	\$58,468	\$60,222	\$61,727	\$63,270
8	\$59,165	\$60,200	\$62,006	\$63,557	\$65,145
9	\$60,771	\$61,834	\$63,690	\$65,282	\$66,914
10	\$62,777	\$63,876	\$65,792	\$67,437	\$69,123
11	\$64,781	\$65,915	\$67,892	\$69,589	\$71,329
12	\$66,790	\$67,959	\$69,998	\$71,748	\$73,541
15	\$68,795	\$69,999	\$72,099	\$73,901	\$75,749
17	\$70,799	\$72,038	\$74,199	\$76,054	\$77,955
20	\$73,004	\$74,282	\$76,510	\$78,423	\$80,383

HEWLETT-WOODMERE PUBLIC LIBRARY

**LIRARIAN III**

	<b>2003/2004</b>	<b>2004/2005</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>2007/2008</b>
	-	<u>1.75%</u>	<u>3.0%</u>	<u>2.5%</u>	<u>2.5%</u>
Beg.	<b>55153</b>	\$56,118	\$57,802	\$59,247	\$60,728
1	<b>56858</b>	\$57,853	\$59,589	\$61,078	\$62,605
2	<b>58562</b>	\$59,587	\$61,374	\$62,909	\$64,482
3	<b>60268</b>	\$61,323	\$63,162	\$64,741	\$66,360
4	<b>61974</b>	\$63,059	\$64,950	\$66,574	\$68,238
5	<b>63679</b>	\$64,793	\$66,737	\$68,406	\$70,116
6	<b>65383</b>	\$66,527	\$68,523	\$70,236	\$71,992
7	<b>67088</b>	\$68,262	\$70,310	\$72,068	\$73,869
8	<b>68795</b>	\$69,999	\$72,099	\$73,901	\$75,749
9	<b>70500</b>	\$71,734	\$73,886	\$75,733	\$77,626
10	<b>72201</b>	\$73,465	\$75,668	\$77,560	\$79,499
11	<b>73909</b>	\$75,202	\$77,458	\$79,395	\$81,380
12	<b>75612</b>	\$76,935	\$79,243	\$81,224	\$83,255
15	<b>78019</b>	\$79,384	\$81,766	\$83,810	\$85,905
17	<b>80025</b>	\$81,425	\$83,868	\$85,965	\$88,114
20	<b>82031</b>	\$83,467	\$85,971	\$88,120	\$90,323

**LIBRARIAN TRAINEE**

	<b>2003/2004</b>	<b>2004/2005</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>2007/2008</b>
		<u>1.75%</u>	<u>3.0%</u>	<u>2.5%</u>	<u>2.5%</u>
0 - 12	<b>32473</b>	\$33,041	\$34,033	\$34,883	\$35,755
13-24	<b>33907</b>	\$34,500	\$35,535	\$36,424	\$37,334
25-36	<b>35338</b>	\$35,956	\$37,035	\$37,961	\$38,910

HEWLETT-WOODMERE PUBLIC LIBRARY

**CULTURAL PROGRAM SPECIALIST**

	<b>2003/2004</b>	<b>2004/2005</b> <b><u>1.75%</u></b>	<b>2005/2006</b> <b><u>3.0%</u></b>	<b>2006/2007</b> <b><u>2.5%</u></b>	<b>2007/2008</b> <b><u>2.5%</u></b>
Beg.	<b>34,848</b>	\$35,458	\$36,522	\$37,435	\$38,370
1	<b>36,262</b>	\$36,897	\$38,003	\$38,954	\$39,927
2	<b>37,674</b>	\$38,333	\$39,483	\$40,470	\$41,482
3	<b>39,089</b>	\$39,773	\$40,966	\$41,990	\$43,040
4	<b>40,504</b>	\$41,213	\$42,449	\$43,510	\$44,598
5	<b>41,917</b>	\$42,651	\$43,930	\$45,028	\$46,154
6	<b>43,331</b>	\$44,089	\$45,412	\$46,547	\$47,711
7	<b>44,743</b>	\$45,526	\$46,892	\$48,064	\$49,266
8	<b>46,159</b>	\$46,967	\$48,376	\$49,585	\$50,825
9	<b>47,572</b>	\$48,405	\$49,857	\$51,103	\$52,381
10	<b>48,986</b>	\$49,843	\$51,339	\$52,622	\$53,938
11	<b>50,399</b>	\$51,281	\$52,819	\$54,140	\$55,493
12	<b>51,813</b>	\$52,720	\$54,301	\$55,659	\$57,050
15	<b>54,200</b>	\$55,149	\$56,803	\$58,223	\$59,679
17	<b>55,836</b>	\$56,813	\$58,518	\$59,980	\$61,480
20	<b>58,000</b>	\$59,015	\$60,785	\$62,305	\$63,863

**LIBRARY ASSISTANT**

	<b>2003/2004</b>	<b>2004/2005</b> <b><u>1.75%</u></b>	<b>2005/2006</b> <b><u>3.0%</u></b>	<b>2006/2007</b> <b><u>2.5%</u></b>	<b>2007/2008</b> <b><u>2.5%</u></b>
Beg.	<b>34,848</b>	\$35,458	\$36,522	\$37,435	\$38,370
1	<b>36,262</b>	\$36,897	\$38,003	\$38,954	\$39,927
2	<b>37,674</b>	\$38,333	\$39,483	\$40,470	\$41,482
3	<b>39,089</b>	\$39,773	\$40,966	\$41,990	\$43,040
4	<b>40,504</b>	\$41,213	\$42,449	\$43,510	\$44,598
5	<b>41,917</b>	\$42,651	\$43,930	\$45,028	\$46,154
6	<b>43,331</b>	\$44,089	\$45,412	\$46,547	\$47,711
7	<b>44,743</b>	\$45,526	\$46,892	\$48,064	\$49,266
8	<b>46,159</b>	\$46,967	\$48,376	\$49,585	\$50,825
9	<b>47,572</b>	\$48,405	\$49,857	\$51,103	\$52,381
10	<b>48,986</b>	\$49,843	\$51,339	\$52,622	\$53,938
11	<b>50,399</b>	\$51,281	\$52,819	\$54,140	\$55,493
12	<b>51,813</b>	\$52,720	\$54,301	\$55,659	\$57,050
15	<b>54,200</b>	\$55,149	\$56,803	\$58,223	\$59,679
17	<b>55,836</b>	\$56,813	\$58,518	\$59,980	\$61,480
20	<b>58,000</b>	\$59,015	\$60,785	\$62,305	\$63,863

CHANGES IN ENROLLMENT  
Vested Status

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Eligibility

1. An enrolled employee who terminates his or her employment before retirement age may continue coverage under the State Health Insurance Program if he or she
  - a. is a member of a retirement system administered and operated by the State of New York or a civil division thereof and has satisfied the minimum requirements established by his or her retirement system for vesting receipt of a retirement allowance (this need not be done officially);

and
  - b. is a member of a class or category for which his or her employing agency either is required to provide coverage in retirement or has elected administratively or through collective negotiations to provide such coverage (See Section 245);

and
  - c. has met the minimum requirements, other than age, for continuation of health insurance coverage into retirement (See Section 245);

and
  - d. has terminated employment within five years of the date on which he or she is entitled to receive a retirement allowance, if his or her employing agency has elected administratively or through collective negotiations to establish such an additional requirement.
2. Vestees who wish to continue coverage into retirement **must** continue coverage under the State Health Insurance Program as an enrollee or a dependent of an enrollee while in vested status.

A vestee whose coverage lapses will not be permitted to reinstate coverage, either during vested status or after retirement.

CHANGES IN ENROLLMENT  
Vested Status

256  
Page 2

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3. When an employee has established eligibility to continue health insurance coverage as a vestee through one Participating Subdivision, that eligibility shall not be impaired by subsequent employment and/or enrollment through another Participating Subdivision, except when the employee establishes eligibility for coverage under the State Health Insurance Program as a vestee or retiree through a second agency. In this situation, the first Participating Subdivision is released of its obligation to provide the vestee with coverage in retirement.

Cost

1. Eligible employees who wish to continue coverage as enrollees in the State Health Insurance Program during vested status must pay both the employee and employer share of the cost of their coverage for the following period of time:
  - a. The full share payment period begins with the month following the end of the month a separated employee's coverage would normally end. This may either be the first month or the second month following the month in which the employee terminates employment (See Section 250, 1.).

Example: A Participating Subdivision's policy is to provide employees who terminate employment with coverage through the end of the month following the month in which the termination occurs. An employee, eligible to continue coverage in vested status, terminates employment July 15. The full-share payment period begins with September.
  - b. The full share payment period continues until the end of the month in which the vestee becomes eligible to receive a retirement allowance, whether or not he or she actually begins receiving such allowance. After that date, he or she is only responsible for the employee share payments, if any.

CHANGES IN ENROLLMENT  
Vested Status

256  
Page 3

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2. All required payments by the vestee must be made to his or her former employing agency.

After the vestee begins receiving his or her retirement allowance, arrangements may be made to have any required payments deducted from his or her allowance (See Section 245).

**Reporting Procedures**

1. No special reporting procedures are required for enrollees who continue coverage under the State Health Insurance Program in vested status. They should be retained as part of the total number of full share enrollees.
2. If a enrollee in vested status fails to remit the required health insurance payments, his or her coverage must be cancelled.

To effect a cancellation of coverage, prepare and submit a Health Insurance Transaction Form (PS-503.1) with a CNP transaction to the Central Enrollment File (See Section 357).

3. At the time of an enrollee's retirement, follow the procedures in Section 245.

## INDEX

TOPIC	ARTICLE	SECTION	PAGE
Agency Shop	I	6B	6
Agreements	I	5	6
Agreements Between Public Employer & Employee Organization	VI	4	23
Annual Leave	II	5	10,11
Annuity Plans	IV	6A	18
Basic Work Schedule	II	1	7
Bonds (Savings)	IV	6A	18
Civil Service Protection	V	2	20
CONDITIONS OF EMPLOYMENT	II		7-14
Continuance of Recognition	I	2	5
Credit Union Plan	IV	6C	19
Dental Insurance	IV	2B	17
Disability Insurance	IV	3	17
Emergency Call-Back	II	2D	8
Emergency Library Closings	II	10	14
EMPLOYEE PROTECTION	V		19-22
Extended Emergency Closings	II	10B	14
Extended Work Day	II	2G	9
Graded Salary Plan	III	1	14
Grievances	V	5	21
Health Insurance	IV	2A	16
Holidays	II	4	9-10
In-service Training	IV	5	18
Insurance Consultations	I	9	7
Jury Duty	II	9	13
Leave (formerly maternity)	II	8A	13
Leave (critical care)	II	8B	13
Leave in Case of Death In Family	II	6	11
Legal Counsel	V	6	22
Length of Contract	VI	2	22
Library Closings	II	10	14
Longevity	III	1B	15
Lost Time	II	2E	8
Membership Dues-Deductions	I	6	6
Mileage Allowance	IV	1	15
Modifications (to contract)	VI	1	22
Negotiations	I	4	5
Optical Insurance	IV	2C	17
OTHER BENEFITS	IV		15-19
Overtime	II	2A	8
Payroll Deduction Plans	IV	6A	18
Paydays	III	2	15
Pension Plan	IV	4	18
Plus Time for Holiday Work	II	2B	8
Procedure for Representation	I	3	5



Promotions	V		3	20
Recognition	I		1	5
Reduced Work Schedule	IV		6E	19
Referendum	VI		3	22
REPRESENTATION	I		3	5--7
Rest Periods	II		3	9
SALARIES	III			14--15
Seniority	V		4	21
Sick Leave	II		7	12--13
Sick Leave Bank	II		7J	13
Strikes	I		7	7
Sunday Work	II		2C	8
Tardiness	II		2F	9
TERMS OF CONTRACT	VI			22--23
Tuition Grants	IV		6B	18
Unit Meetings	I		8	7
Vested Employees' Benefits	IV		6D	18
Weather Emergency (Work Schedules)	II		10A	14
Emergency Closing	II		10B	14
Work Environment	V		7	22
Workers' Compensation	V		1	19--20
APPENDIX B	GRADED SALARY PLAN			
APPENDIX C	VESTED HEALTH INSURANCE			
INDEX				