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LI 18366

# **AGREEMENT**

by and between the

**LARCHMONT PUBLIC LIBRARY**

and

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

**Larchmont Public Library Unit Westchester Local 860**

**June 1, 2005—May 31, 2009**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUL 13 2009**

**ADMINISTRATION**

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## **PREAMBLE**

This Agreement entered into by the Larchmont Public Library, hereinafter designated as the "Library" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Larchmont Public Library Unit, hereinafter designated as the "CSEA" and acting herein on behalf of said CSEA and on behalf of the employees identified in Article 1 below, now employed and hereinafter to be employed by the Library and collectively designated as the "Employer."

Since the parties desire to enter into an Agreement relating to wages, hours, and other conditions of employment which will provide methods of harmonious cooperation between the Library and the Employees, and to that end, accomplish fair and peaceful adjustment of any disputes which may arise, without interruption of operations, the parties agree as follows:

## **ARTICLE 1** **RECOGNITION**

The Library recognizes the CSEA as the sole and exclusive bargaining unit for all employees of the Library including part-time and full-time employees regularly employed in Librarian, Clerical and Custodial positions. Excluded are the Library Director, Library Staff Assistant, and summer and seasonal employees and pages.

## **ARTICLE 2** **DUES CHECKOFF**

Section A – Upon receipt by the Library of a signed authorization, the Library will deduct from the pay of each Employee who so authorizes, an amount as specified in the authorization. Such deduction shall be made on each payday of each month. The sum so deducted shall be paid as soon as possible thereafter to the appropriate designated agency as shown on the authorization form.

The authorization shall be in full force and effect until it is canceled by the Employee by written notice to the Library or the collective bargaining agreement containing this benefit shall have expired without renewal of this Article.

Section B – All employees represented by the bargaining unit who are not members of the Union within thirty (30) days after their employment shall be required to pay the Union an Agency Shop Fee Deduction which is an amount equivalent to the amount of dues payable by a member. The Employer will make deductions from the wages of said Employees in the same manner as members of the bargaining unit and shall transmit such amount to the CSEA, Inc., 143 Washington Avenue, Albany, New York as an Agency Shop Fee deduction. Said Employees shall have the right to recover any part of an Agency Shop deduction which represents the Employee's prorated share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

The Union shall be solely responsible to account to such Employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the Library harmless from all loss and liability in connection with the collection of said Agency Shop deduction.

**ARTICLE 3**  
**EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

The CSEA shall give each present Employee, and to each Employee when he or she is hired, a copy of the Agreement.

**ARTICLE 4**  
**SENIORITY**

Section A – An employee's seniority shall commence with the date of hiring. It shall be the determining factor in resolving vacation scheduling.

It shall be a consideration for layoffs and recall rights for employees in non-competitive and labor classes and for involuntary work shift transfers.

Section B – The Library shall furnish, upon request of the Union, a list of employees and their date of hire.

Section C – Non-Competitive and Labor Class Employees – It is understood that all employees in the non-competitive and labor classes shall be accorded the same rights as competitive class employees insofar as it relates to Section 75 of the Civil Service Law, after one (1) year of service.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

Section A – This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-Employee relationship within the bargaining unit. The intent of the grievance procedure shall be to settle Employee grievances on as low an administrative level as possible so as to insure efficiency and maintain Employee morale.

Section B – Definition

A grievance for purposes of this procedure shall be considered to be an Employee or CSEA complaint concerned with: Application and interpretation of the articles and sections of this Agreement.

Section C – Time Extensions

Time extensions beyond those stipulated in the Agreement following in this procedure may be arrived at by mutual agreement of the parties concerned.

#### Section D – Procedure

Any dispute arising out of the interpretation or application of the terms of this Agreement shall be processed as follows:

1. Any employee and/or a representative from the CSEA may submit a grievance in writing to the Library Director. Such grievance shall be instituted within ten (10) working days of the event giving rise to this grievance. The Library Director shall use his/her best effort to settle the dispute. The Library Director shall submit a decision in writing to the aggrieved employee and the CSEA within ten (10) working days of the receipt of the grievance.
2. If the aggrieved employee and the CSEA are not satisfied with the decision rendered by the Library Director, the employee and/or the CSEA shall submit the grievance in writing to the Library Board of Trustees or their designated representative within ten (10) working days of the aggrieved employee's receipt of the Library Director's written decision. The Library Board of Trustees or their designated representative shall render a written decision to the employee and the CSEA within ten (10) working days of the next regularly scheduled meeting.
3. If the grievance has not been disposed of to the satisfaction of the CSEA, the matter shall be referred to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Such grievance shall be submitted no later than thirty (30) days after receipt of the decision of the Library Board of Trustees. Any cost arising out of such arbitration shall be divided equally between the Library and the CSEA.

### **ARTICLE 6** **HOURS OF WORK**

Section A – The normal workday/workweek for all full-time employees shall be seven (7) hours per day and thirty-five (35) hours per week except that the custodian shall work eight (8) hours per day and forty (40) hours per week.

Any Sunday work shall be on a voluntary basis only.

Section B – Any change in the hours of the current operation shall first be discussed with the Union. It is understood that the decision of the Library Board shall be final and not subject to the grievance procedure.

Section C – All employees who work four (4) or more hours in a workday shall be entitled to a twenty (20) minute work break each workday. At the discretion of the Library Director, employees may be allowed to leave the premises so long as proper coverage is maintained.

**ARTICLE 7**  
**OVERTIME AND PREMIUM PAY**

Section A – Compensation for authorized work performed in excess of the regular hours of work shall be as follows:

- (1) Overtime shall be paid at the rate of time and one-half (1 ½ ) after thirty-five (35) hours in any workweek. Overtime shall be paid at the rate of double time for contractual holidays.
- (2) At the employee's option, compensatory time off may be taken at double time for contractual holidays and time and one-half for all other days in lieu of overtime pay.

Section B – A full-time employee shall be entitled to a minimum of two (2) hours of work at the applicable hourly rate of compensation whenever he/she is called in to work on an emergency or overtime basis. It is understood that the foregoing does not apply to overtime work performed on a continuous basis with regular hours of work.

Section C – Rotation – The opportunity to perform overtime and/or extra work shall be extended equally to all employees on a fair and equitable rotating basis. It is understood that such rotation shall be among persons within the same classification who are qualified to perform the available work.

**ARTICLE 8**  
**WORK PERFORMED OUT OF GRADE OR CLASSIFICATION**

If an Employee is temporarily placed in a lower classification than that in which he/she is regularly assigned, no reduction in pay will result.

**ARTICLE 9**  
**HOLIDAYS**

Section A – Full-time employees shall be guaranteed the following holidays with full pay:

- |                                       |                      |
|---------------------------------------|----------------------|
| 1. New Year's Day                     | 8. Veterans Day      |
| 2. Martin Luther King, Jr.'s Birthday | 9. Thanksgiving Day  |
| 3. Presidents' Day                    | 10. Christmas Eve    |
| 4. Memorial Day (3-day weekend)       | 11. Christmas Day    |
| 5. Independence Day                   | 12. New Year's Eve   |
| 6. Labor Day (3-day weekend)          | 13. Floating Holiday |
| 7. Columbus Day                       |                      |

It is understood that, with respect to the above three (3) day weekends for Memorial Day and Labor Day, all employees who are otherwise scheduled to work on the Saturday of Memorial Day and/or Labor Day weekend must work a five (5) day workweek in the Monday through Friday week preceding the holiday weekend.



Section B – Any holiday falling on Saturday, except Independence Day and Veterans Day, shall be celebrated on such Saturday. Independence Day or Veterans Day falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the succeeding Monday.

**ARTICLE 10**  
**VACATION**

Section A – Time Earned

- (1) All present employees who currently earn 22 vacation days per year shall continue to earn such days. An employee's anniversary date of hire shall be the date of eligibility for vacation purposes.
- (2) Effective for full-time employees hired June 1, 1992 and thereafter, the following shall apply:

During an employee's first year of employment, he/she shall earn one day per month for a total of 12 days for the year but such days may not be taken until the completion of six (6) months of service.

There after, full-time employees shall earn vacation as follows:

- After one (1) year – 12 days
- After two (2) years – 15 days
- After six (6) years – 18 days
- After nine (9) years – 22 days

Section B – Upon termination of employment, employees shall receive pro-rated vacation pay. Any employee terminated as a result of a hearing pursuant to Section 75 of the Civil Service Law, shall be ineligible for the above payment.

If an employee dies while employed, any vacation leave earned by the decedent will be credited in his/her final salary check.

Section C – Miscellaneous

- (1) When a legal holiday falls within an Employee's vacation, the Employee shall not be charged a vacation day for that date.
- (2) Seniority shall govern in picking each vacation period.
- (3) The practice of granting vacations during the year in which the vacation is earned will be allowed.
- (4) An employee shall be permitted to carryover a maximum of five (5) vacation days from one year to the next. At the discretion of the Library, an additional five (5) days may be carried over. By October 1<sup>st</sup> of each year, an

employee must notify the Library in writing of its intent to carryover vacation days.

- (5) If an Employee's payday is during his/her vacation, every effort will be made to grant his/her vacation pay in advance provided three (3) weeks notice is given to the payroll department.

**ARTICLE 11**  
**SICK LEAVE/MATERNITY LEAVE**

Section A – Absence from duty by an Employee by reason of a non-job related illness or injury or a scheduled doctor's appointment shall be considered and known as sick leave. Such leave may be taken in one (1) hour increments.

Requests for use of sick leave to attend a family illness may be granted, subject to the approval of the Library Director.

Section B – An Employee who is unable to report for work because of sickness or injury shall notify the Library Director or his/her designee at the earliest possible moment and, in any event, prior to or at starting time, on the first day of such absence, unless in case of extreme emergency. In all cases, the Employee shall make use of every available means to notify the Employer.

Section C – Each Employee shall be entitled to one (1) day per month sick leave and all days of sick leave not taken may be accumulated by the Employee in question to an unlimited amount and as so accumulated may be applied by him/her at the time of his/her retirement, at his/her then rate of compensation, toward the purchase of medical insurance in accordance with the provisions of Section 167, sub-division 5, of the Civil Service Law of the State of New York.

Section D – An employee who is hospitalized after the start of a paid vacation will be considered on sick leave from the first day of hospitalization and may postpone any remaining days of vacation upon notification to the Library Director.

Section E – Maternity Leave/Child Rearing Leave: In accordance with New York State disability laws, staff members unable to work because of pregnancy and/or maternity leave, are entitled to a leave of absence without pay of up to six months. During this leave, the staff member may exhaust all accumulated sick leave and vacation days. Regular salaried pay will not resume until the day the staff member returns to work.

Maternity leave or child rearing leave requests must be submitted in writing one month prior to the date of leave.

Child rearing provisions will apply to adoption of children.

**ARTICLE 12**  
**LONGEVITY PAY**

Section A – Effective June 1, 2006, Employees with ten (10) completed years of service, but less than fifteen (15) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$725.00 in the calendar year.

Effective June 1, 2007, the longevity payment shall be increased to \$775.00.  
Effective June 1, 2008, the longevity payment shall be increased to \$850.00.

Section B – Effective June 1, 2006, Employees with fifteen (15) completed years of service, but less than twenty (20) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$925.00 in the calendar year.

Effective June 1, 2007, the longevity payment shall be increased to \$975.00.  
Effective June 1, 2008, the longevity payment shall be increased to \$1,050.00.

Section C – Effective June 1, 2006, Employees with twenty (20) completed years of service or more as of their anniversary date of employment in any year, will receive a payment of \$1,125.00 in that calendar year and thereafter in each calendar year.

Effective June 1, 2007, the longevity payment shall be increased to \$1,175.00.  
Effective June 1, 2008, the longevity payment shall be increased to \$1,250.00.

Section D – All longevity payments earned in any calendar year shall be paid in the first payroll on or after December 1<sup>st</sup> in that calendar year in one lump sum payment.

Employees retiring or separating from service prior to December 1<sup>st</sup> of any year shall receive their lump sum longevity payments at the time of their retirement or separation.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

Section A - For each death in the immediate family, all full-time employees will be allowed up to four (4) days leave with pay. These days must be taken within one week after the death. Such leave shall not be deducted from sick leave. Part-time employees shall be granted bereavement leave for their scheduled work hours within three days after the death.

Section B – For purposes of this policy, the terms "immediate family" shall be defined as one of the following relations: spouse, parents, mother-in-law, father-in-law, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandchildren and children of the Employee and the Employee's spouse.

**ARTICLE 14**  
**JURY DUTY**

An Employee serving on jury duty shall continue to receive full pay.

Any employee scheduled to be on jury duty during his/her scheduled day off shall not be required to work on the Saturday of that workweek.

**ARTICLE 15**  
**UNION RIGHTS**

Section A – Union Bulletin Boards – The Union shall have the use of a bulletin board in the Library for the posting of notices relating to Union meetings and official business only.

Section B – Employee Representatives – The Unit President or his/her designee shall, during working hours, without loss of time or pay, investigate and present grievances of Employees to the Employer, provided that he/she continues to perform the duties of his/her regular employment, without unreasonable interference with the performance of his/her duties.

Section C – Access to Premises – A duly authorized officer or representative of the Union shall have the right to visit the Employer's premises during business hours for the purpose of investigating grievances and determining whether provisions of this Agreement are being observed. Where possible, he/she shall give reasonable advance notice of the visit.

Section D – Leave for Union Business – During the term of this contract, one delegate elected by the Union shall be permitted to attend the organizational Delegates' Meeting of CSEA with a maximum of four (4) days per year with pay.

**ARTICLE 16**  
**INSURANCE AND PENSIONS**

Section A – The Library shall provide Section 75-I of the New York State Employees Retirement System (20-Year Career Plan). (Applicable to members of Tiers I and II only, of the NYS Employees Retirement System.)

Section B – The Library shall, at its cost, continue in effect the following sections of the New York State Employees Retirement Plan:

- (1) The application of unused sick leave as additional service credit upon retirement, Section 41J.
- (2) The guaranteed minimum death benefit, Section 60B.

Section C –

- (1) The Library shall continue in effect the present medical and hospitalization insurance plan known as the Empire Plan Core Plus Medical and Psychiatric Enhancements or a comparable plan.

The Employer shall provide the union with the details of the proposed plan at least ninety (90) days prior to the implementation of any change. The parties agree that the union can go to expedited arbitration if it asserts that the new plan is not comparable.

Any comparable plan will include the applicable provisions of Section 167 of the Civil Service Law.

- (2) Effective June 1, 2005, employees shall make a health insurance contribution which assumes a nine percent (9%) increase in the health insurance premium in years two, three and four of the collective bargaining agreement.

Effective January 1, 2006, each employee shall contribute seven percent (7%) of their 2006 health insurance premium, not to exceed 3.25% of their base salary.

Effective January 1, 2007, each employee shall contribute eight percent (8%) of their health insurance premium (based upon an assumed nine percent (9%) increase above the prior year's premium), not to exceed 3.25% of their base salary.

Effective January 1, 2008, each employee shall contribute nine percent (9%) of their health insurance premium (based upon an assumed nine percent (9%) increase above the prior year's premium), not to exceed 3.25% of their base salary.

Effective January 1, 2009, each employee shall contribute ten percent (10%) of their health insurance premium (based upon an assumed nine percent (9%) increase above the prior year's premium), not to exceed 3.25% of their base salary.

Such monies shall be paid on a payroll deduction basis.

The Library will not seek retroactive increases to employees' health insurance contributions prior to January 1, 2006.

Section D – The Library's monthly dental contribution shall remain \$68 per employee per month through December 31, 2006. Employees will, however, be billed at the December 31, 2005 rates for the period January 1, 2006 through May 31, 2006.

Effective January 1, 2007, the Library shall provide, in lieu of dental insurance, a dental allowance of \$800 per employee per calendar year to be paid as follows: \$400 in January 2007; \$400 in July 2007; \$400 January 2008 and \$400 in July 2008 for employees on the payroll during these months. Effective January 1, 2009, the Library allowance shall be increased to \$840 annually. Eligibility requirements for the allowance and the payment schedule are unchanged.

Section E – Effective June 1, 2006 eligible members of the bargaining unit who withdraw from or choose not to enroll in the Library’s health insurance plan shall receive \$2,500.00 if they were covered by the family plan and \$1,700.00 if they were covered by the individual plan, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made annually thereafter at the end of each twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the twelve (12) month period without any payment required, subject to rules of re-entry.

Effective June 1, 2008, the “buyout” for employees who decline family health insurance coverage shall be increased to \$3,000.

Section F – The Library shall provide the NYS Disability Insurance Program for all employees in the bargaining unit.

Section G – Health Insurance Committee: The Library and CSEA shall establish a joint committee to continue to explore participation in an allowance pursuant to Section 125 of the Internal Revenue Code. The parties shall endeavor to implement such a plan prior to January 1, 2007. In the event the parties implement such a plan, the dental allowance specified in Section D above may be used by employees for dental or other costs.

## **ARTICLE 17** **WORKERS’ COMPENSATION INSURANCE**

Each Employee will be covered by the applicable Workers’ Compensation Laws, and the Library further agrees that an Employee being eligible for Workers’ Compensation will receive for an accumulated period of three (3) months during any one calendar year for any one or more injuries, in addition to his Workers’ Compensation income, an amount to be paid by the Library sufficient to make up the difference between Workers’ Compensation and his/her regular straight time weekly income based on a regular workweek. Each Employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under Workers’ Compensation and his/her regular salary.

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**ARTICLE 18**  
**SAVINGS CLAUSE AND EMBODIMENT OF AGREEMENT**

Savings Clause – This Agreement and all of its provisions are subject to all applicable laws and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, said provision shall not be binding on either of the parties, but the remainder of this Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

**ARTICLE 19**  
**MANAGEMENT RIGHTS**

The Employer reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically modified by the express provisions of this Agreement. Nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of its powers to plan, determine, direct and control the nature and extent of its operation; the number, size and location of its facilities; the number of shifts and hours of work; introduce any new or improved production methods or facilities; direct and control its working force; determine the number of employees it deems essential to fill the various jobs and assignments required.

**ARTICLE 20**  
**SALARY AND WAGE ADMINISTRATION**

Section A – Effective June 1, 2005, each step of the salary schedule in effect shall reflect a 3.5% percent increase and any employee due an increment shall advance accordingly. These wage increases shall be retroactive for all employees on the payroll on the date of the ratification of the Memorandum of Agreement upon which this contract is based.

Section B – Effective June 1, 2006, each step of the salary schedule in effect shall reflect a 3.4% percent increase and any employee due an increment shall advance accordingly. These wage increases shall be retroactive for all employees on the payroll on the date of the ratification of the Memorandum of Agreement upon which this contract is based.

Section C – Effective June 1, 2007, each step of the salary schedule in effect shall reflect a 3.4% increase and any employee due an increment shall advance accordingly.

Section D – Effective June 1, 2008, each step of the salary schedule in effect shall reflect a 3.5% increase and any employee due an increment shall advance accordingly.

Section E – Effective June 1, 2005, salary ranges for Sunday Librarians and part-time employees shall be increased by 3.5%. Effective June 1, 2006, salary ranges for Sunday Librarians and part-time employees shall be increased by 3.4%. Effective June 1, 2007, salary ranges for Sunday Librarians and part-time employees shall be increased by 3.4%. Effective June 1, 2008, salary ranges for Sunday Librarians and part-time employees shall be increased by 3.5%



Section F – It is understood that the Library may hire any new employees at any step of the salary schedule if full-time or within the applicable range, if part-time.

Section G – Any employee hired as a part-time Librarian who works on days other than Sundays, shall start at an hourly rate of Group V or Group VI, as determined by the Library Director.

## **ARTICLE 21** **GENERAL PROVISIONS**

Section A – Library Closings: Unexpected LPL closings due to inclement weather or to other emergency circumstances, as determined by the Director and a member of the Library Board of Trustees, release all regularly scheduled staff members from the obligation to work. Staff members scheduled for that day will not be required to make up the time. Custodial staff will be required to work as needed. Staff members not scheduled to work that day will not receive any substitute day off.

If the Director determines that the LPL should be closed because of emergency conditions, the Director will utilize the telephone chain.

### Section B – Leave of Absence

- (1) Upon request to the Director and Library Board of Trustees, an employee may, if deemed to be in the best interest of the Library and/or the employee, at the sole discretion of the Library Director and with the approval of the Library Board, be granted an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave. Except in the case of emergencies, all leaves of absence must be requested in writing no less than thirty (30) days in advance of the first day of the leave of absence. A decision on the request shall be furnished in writing by the Director and Library Board of Trustees within ten (10) days of the next meeting of the Library Board of Trustees.
- (2) Upon return from such leave, the employee shall be reinstated to the same or comparable position for the salary of the position then in effect. Such leave of absence shall be without pay or other employee benefits. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity or similar purposes. If an employee wishes to continue to be covered by any group benefit plan, he/she may do so at his/her own cost.

### Section C – Personal Leave

- (1) Personal leave is leave with pay for personal reasons.

- (2) Personal leave shall be requested in writing at least twenty-four (24) hours in advance except in cases of emergency.
- (3) Employees shall be entitled to three (3) personal leave days per calendar year. Such leave may be taken in a single one (1) hour increment at the start or end of the workday. One additional day may be taken out of accrued sick leave.

Section D – The Library shall provide, upon request and once per year, a statement of accruals, indicating accrued compensatory time, unused sick leave and vacation time for each Employee.

Section E – Tuition Reimbursement – The Library shall reimburse employees for approved college and non-college level courses related to their jobs. All courses must receive the prior approval of the Director and Library Board of Trustees or their designee. The Library shall have sole discretion regarding the approval of courses. There will be no reimbursement for course material.

Where approved, reimbursement shall be made upon successful completion of the course and submission by the employee of documentation verifying that the employee has completed the course. (The above shall not be subject to the grievance procedure as set forth in this agreement.)

Section F – Conferences – Upon request and subject to prior approval by the Library, those employees who attend Library Association Conferences shall receive full reimbursement for all approved expenses. It is understood that this section shall not be subject to the Grievance Procedure as set forth in this agreement.

## **ARTICLE 22** **VACANCIES – PROMOTIONS**

All job openings, newly created titles and promotional opportunities shall be posted on the bulletin board furnished to the employees by the Library for a period of not less than fifteen (15) days.

Any employee who is promoted shall be placed on the step in the grade which guarantees at least the value of one increment in the present grade.

## **ARTICLE 23** **PERSONNEL FILES**

An employee shall be allowed, upon request, an opportunity to review and make copies of any correspondence contained in his/her file. All such material will be kept in one official file located with the Library Director. An employee will be entitled to have a representative of the Larchmont Library Unit of CSEA accompany him/her during such review. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material.

The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The employee will also have the right to submit a written response to such materials and his/her response shall be reviewed and signed by the Library Director, with the express understanding that such signature in no way indicates agreement with the contents thereof, and attached to the file copy, with a signed copy to the employee.

**ARTICLE 24**  
**LABOR/MANAGEMENT COMMITTEE**

There shall be established a labor/management committee consisting of representatives of both parties who shall meet as mutually agreed to but no less than once every three (3) months to discuss items of concern, including health and safety matters.

**ARTICLE 25**  
**DURATION**

Section A – This Agreement shall be in effect on June 1, 2005 and shall remain in effect through May 31, 2009 or until a successor agreement is negotiated. The parties further agree that negotiations on any item contained in the June 1, 2005 through May 31, 2009 collective bargaining agreement will not be reopened during the life of that agreement unless mutually agreed upon.

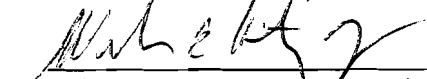
Section B – IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

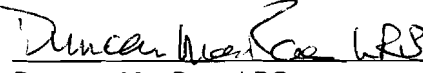
IN WITNESS WHEREOF, the parties have caused their names to be signed this 2nd day of October, 2007.

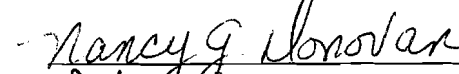
LARCHMONT PUBLIC LIBRARY


  
Library Board Chair

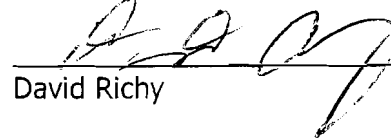
CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

  
William Hegarty, Unit President

  
Duncan MacRae, LRS

  
Nancy Doherty

  
Lin Verrastro

  
David Richy

**APPENDIX "A"**  
**MISCELLANEOUS**

The following articles are referenced below to reflect the Library Board policy and are not subject to the Grievance Procedure as set forth in this agreement:

**NO DISCRIMINATION**

The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, race, color, creed, political affiliation or union membership.

**HEALTH AND SAFETY**

The Library agrees to provide a safe and healthy place to work and shall furnish and use safety devices and safeguards and shall adopt and use methods and processes adequate to render the workplace safe and healthful and shall do every other thing necessary to protect the life, health and safety of employees. The Library shall repair and maintain every place of employment so as to render it safe and healthful.

## LARCHMONT PUBLIC LIBRARY SALARY SCHEDULE 2005-2008

### 2005

Group I	Library clerk	30,044	31,013	31,981	32,951	33,920	34,890	35,858	36,827
Group II	Sr. Lib. Clerk	36,070	37,074	38,081	39,086	40,090	41,096	42,103	43,106
Group III	Prin. Lib. Clerk	38,424	39,433	40,440	41,448	42,456	43,464	44,473	45,480
Group IV	Lib. Trainee/PR Asst	38,784	39,801	40,817	41,833	42,849	43,866	44,882	45,899
Group V	Librarian I	42,043	43,072	44,101	45,131	46,161	47,190	48,218	49,247
Group VI	Librarian II	47,425	48,477	49,531	50,586	51,640	52,708	53,748	54,801
	Blue collar	28,228	29,214	30,195	31,179	32,163	33,145	34,128	35,113

### 2006

Group I	Library clerk	31,065	32,067	33,069	34,071	35,073	36,076	37,078	38,079
Group II	Sr. Lib. Clerk	37,296	38,334	39,376	40,415	41,453	42,493	43,535	44,572
Group III	Prin. Lib. Clerk	39,730	40,773	41,815	42,857	43,900	44,942	45,985	47,026
Group IV	Lib. Trainee/PR Asst	40,103	41,154	42,205	43,255	44,306	45,357	46,408	47,460
Group V	Librarian I	43,473	44,537	45,600	46,665	47,730	48,794	49,858	50,922
Group VI	Librarian II	49,037	50,126	51,215	52,306	53,396	54,500	55,575	56,665
	Blue collar	29,188	30,207	31,222	32,239	33,256	34,272	35,288	36,306

### 2007

Group I	Library clerk	32,122	33,157	34,193	35,230	36,266	37,303	38,338	39,374
Group II	Sr. Lib. Clerk	38,564	39,638	40,715	41,789	42,862	43,938	45,015	46,087
Group III	Prin. Lib. Clerk	41,081	42,160	43,237	44,314	45,393	46,470	47,548	48,625
Group IV	Lib. Trainee/PR Asst	41,467	42,553	43,640	44,726	45,813	46,899	47,986	49,074
Group V	Librarian I	44,951	46,051	47,151	48,252	49,353	50,453	51,553	52,653
Group VI	Librarian II	50,705	51,830	52,957	54,085	55,211	56,353	57,465	58,591
	Blue collar	30,180	31,234	32,284	33,335	34,387	35,437	36,488	37,541

### 2008

Group I	Library clerk	33,246	34,318	35,390	36,463	37,535	38,608	39,680	40,752
Group II	Sr. Lib. Clerk	39,914	41,025	42,140	43,252	44,362	45,476	46,591	47,700
Group III	Prin. Lib. Clerk	42,519	43,635	44,750	45,865	46,981	48,096	49,212	50,327
Group IV	Lib. Trainee/PR Asst	42,918	44,043	45,167	46,292	47,416	48,541	49,665	50,791
Group V	Librarian I	46,524	47,663	48,801	49,941	51,081	52,219	53,357	54,496
Group VI	Librarian II	52,479	53,644	54,810	55,978	57,144	58,325	59,476	60,642
	Blue collar	31,236	32,328	33,413	34,502	35,590	36,678	37,765	38,855

minimum

maximum

#### PART-TIME SUNDAY LIBRARIAN

June 1, 2005	\$24.48	\$37.53
June 1, 2006	\$25.31	\$38.81
June 1, 2007	\$26.17	\$40.12
June 1, 2008	\$27.09	\$41.53

#### PART-TIME LIBRARY CLERK

June 1, 2005	\$9.81	\$13.04
June 1, 2006	\$10.15	\$13.48
June 1, 2007	\$10.49	\$13.94
June 1, 2008	\$10.86	\$14.43