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**Contract Database Metadata Elements**

Title: **Wantagh Public Library and Wantagh Public Library Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau County Municipal Employees Local 882 (2000)**

Employer Name: **Wantagh Public Library**

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

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

Effective Date: **07/01/00**

Expiration Date: **06/30/03**

PERB ID Number: **7220**

Unit Size: **19**

Number of Pages: **19**

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Wantagh Public Library And Csea  
Local 882 (Wantagh Library Unit)

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# AGREEMENT

by and between the  
**WANTAGH PUBLIC  
LIBRARY**

and

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



Wantagh Public Library Unit  
Nassau County Municipal Employees Local 882

**RECEIVED**

NOV 10 2000

July 1, 2000 — June 30, 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



# INDEX

Page 1	Recognition
Page 2	No Strike Clause Dues Deduction
Page 3	Agency Shop Agreements and Modification
Page 4	Employee's Rights Management Rights Appointments
Page 5	Probation Professional Activities Work Week
Page 6-8	Rates of Pay
Page 8	Retirement Pension Holidays Emergency Closing
Page 9	Vacations
Page 10-12	Leaves
Page 12	Health Insurance Mileage Reimbursement Grievance Procedure
Page 13	Promotions
Page 14	Terms of Agreement
Page 15	Sunday Openings (Attachment A)
Page 16	Promotions (Attachment B) (See Page 13)

**THIS AGREEMENT**, dated July 1, 2000, by and between the **WANTAGH PUBLIC LIBRARY**, hereinafter referred to as the "**Library**" and **CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. LOCAL 1000 AFSCME AFL-CIO**, hereinafter referred to as "**CSEA.**"

**STATEMENT**

**Statement under Public Employees' Fair Employment Law, Article 14, New York State Civil Service Law, as Amended.**

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

**ARTICLE I**

**RECOGNITION**

- A. The Library recognizes CSEA as the sole and exclusive bargaining agent for and on behalf of all Library employees in the designated bargaining unit, for the purpose of collective bargaining with respect to the terms and conditions of their employment. Specifically excluded are the Library Director, the Secretary to the Director, and all Pages.
- B. Such recognition shall continue in effect during the period of this contract.

## **ARTICLE II**

### **NO STRIKE CLAUSE**

- A. The Library and the CSEA recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. The Library and CSEA also recognize that differences and disputes between the Library 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. CSEA therefore agrees that there will be no strikes, slowdowns or other concerted stoppages or refusal to perform work by employees covered by this contract nor will there be any attempt by those employees or CSEA to instigate such conduct. The Library agrees to bargain in good faith with CSEA concerning the terms and conditions of employment of those employees covered by this contract.
- B. All employees agree to be subject to the provisions of Section 210 of Civil Service Law of the State of New York.

## **ARTICLE III**

### **DUES DEDUCTIONS**

- A. The Library agrees to deduct, from the salaries of the employees covered by this agreement, CSEA dues where the employee voluntarily and individually authorizes the Library to do so.
- B. Employee authorization shall be in writing, and in a manner consistent with Section 93 (B) of the General Municipal Law and Chapter 392 of the Laws of 1967 of the State of New York.
- C. Dues collected shall be transmitted to the Treasurer of CSEA Inc. promptly. Upon payment to the CSEA, CSEA hereby assumes full responsibility for the disposition of such funds, and agrees to hold the Library harmless from any loss whatsoever.
- D. Deductions authorized by any employee will continue until the employee shall notify the Library to discontinue such deductions. Notification of discontinuance of deductions shall be in writing, signed by the employee, and submitted to the Board in duplicate. One copy shall be forwarded to the Treasurer of CSEA, Inc.

## AGENCY SHOP

- A. The Wantagh Library agrees to make payroll deduction for CSEA membership dues, for employees who have signed cards in accordance with Sections 93 and 93b of the General Municipal Law and Article 14 of Civil Service Law. Deductions shall be made uniformly and consistently on each payday. Dues deducted shall be transmitted to the Treasurer of CSEA, Inc., 143 Washington Ave., Albany, NY 12210. CSEA assumes full responsibility for the funds so deducted, once they are remitted as herein provided.
  
- B. Deductions authorized by any employee shall continue unless such employee notifies the Wantagh Library Payroll Department to discontinue or change such authorization, in writing, which notification shall be signed by the employee and submitted to the Library in duplicate. One copy shall be forwarded by the Library to the Treasurer of the Wantagh Library Unit of CSEA.
  
- C. The Library will provide for an agency shop fee deduction provided that:
  - 1. CSEA certifies to the Library that it has established a refund plan pursuant to Subdivision 3 of Section 208 of the Civil Service Law.
  - 2. The Union furnishes a list to the Library of those employees subject to such deduction and,
  - 3. The Union indemnifies and holds the Wantagh Library harmless for any lawsuits or causes of action of any kind, including attorney's fees in connection with the making of agency shop fee deduction by the Wantagh Library.

## ARTICLE IV

### AGREEMENTS AND MODIFICATIONS

- A. The terms of this contract may not be changed, modified or altered in any way other than by expressed written agreement signed by both parties to this agreement.
  
- B. Any item involving terms and conditions of employment, upon which agreement is reached between the Library and the CSEA during the period of this contract, shall be reduced to writing, signed by the Library and the CSEA, and made part of this contract by way of addendum.

## ARTICLE V

### EMPLOYEES' RIGHTS

- 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 be in Civil Service status and entitled to the protection of Section seventy-five (75) of the Civil Service Law during the period of this contract.
- B. The Library agrees to provide legal counsel to defend any employee in any legal action arising against the employee as a result of his or her performing library duties in an authorized manner.
- C. The Library 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 all Employee Bulletin Boards. The Library further agrees that all employees who are qualified for such positions shall be given adequate opportunity to make application therefore.

## ARTICLE VI

### MANAGEMENT RIGHTS

- A. The Library shall retain all management rights inherently within the province of an employer without any contractual agreement, except those specifically covered in this Agreement.
- B. The Library reserves the right to manage, direct and control the operation and the activities of the Library, and to direct the employees subject only to the limitations of this Agreement.
- C. The Library's not exercising any right hereby reserved to it, or doing so in a particular way, shall not be deemed a waiver of its rights, nor preclude it from exercising the same in some other way not in direct conflict with the specific provisions of this Agreement.

## ARTICLE VII

### APPOINTMENTS

- A. Selection of staff members is based on merit, within the framework of the Nassau County Civil Service regulations. Due consideration is given to educational and technical qualifications as well as personality, suitability and aptitude for the position involved. There is no discrimination because of race, creed, age, religion or sex. Persons in the immediate family of present staff members or of present trustees shall not be employed except as specifically authorized by the Board. The Board may, at its discretion, require a medical certificate stating that the applicant for employment is in

sound health and able to perform the duties required. The cost of this examination will be assumed by the applicant.

## **ARTICLE VIII**

### **PROBATION**

- A. Each new staff member shall be considered to be on probation for the first six months of employment.

During the probationary period the performance of the employee will be reviewed against established performance standards. During the probationary period all questions of continuation or termination of employment remain the sole and exclusive decision of the Library. In the event of termination, except for cause, the Library will give one month's notice for librarians and two weeks' notice for all other personnel. Salary payments for these periods may be given, at the Library discretion, in lieu of notice.

## **ARTICLE IX**

### **PROFESSIONAL ACTIVITIES**

- A. The Library encourages participation in professional organizations such as the Nassau County Library Association.
- B. Staff attendance at Library-related meetings, workshops, and conventions shall continue to be at the discretion of the Director. Authorized expenses incurred by employees shall be reimbursed.
- C. Employees shall be permitted to use meeting room facilities before or after working hours, provided timely requests for such use are approved by the Director, for CSEA purposes relating to the Wantagh unit. CSEA agrees to maintain such facilities in a clean and orderly condition after use.
- D. Dues paid by employees for membership in the NCLA will be treated as a reimbursable expense.

## **ARTICLE X**

### **WORK WEEK**

- A. The work week for full-time employees who are hired to work evenings and weekends shall consist of 35 hours per week as scheduled by the Director, consisting of no more than two Saturdays per month, or two evenings per week, except in cases of staff illness or emergencies.
- B. Each work day will consist of seven hours, and one hour of the employee's own time shall be allowed for lunch or dinner.

- C. Employees covered under the CSEA contract shall be allowed a relief period of 15 minutes for every three hours of scheduled work. Relief periods may not be taken at the beginning or at the end of the daily schedule or in conjunction with a meal period. Department heads shall be allowed to use their discretion in scheduling the time of staff breaks.
- D. Overtime work will be necessary, from time to time, to carry out the Library's program of service. The Director shall have the exclusive right to determine who shall work overtime.
- E. Except as hereinafter provided, overtime up to 40 hours will be compensated by straight time pay or compensatory time off. Sunday openings are not included in the normal 35 hour work week. Work beyond 40 hours will be paid at time and one-half or appropriate compensatory time off. The decision as to pay or granting compensatory time will be the Director's who will give serious consideration to the wishes of the employee.
- F. Library employees involved in work outside the Library shall be reimbursed for authorized expenses which are incurred in the course of library work.
- G. Except for properly approved leave (vacation, personal, compensatory, bereavement) any employees not reporting for his/her shift must, prior to their scheduled shift, notify the Director, the Secretary to the Director, or person designated by the Director.
- H. Compensatory time for any employee who attends authorized meetings, workshops, seminars, or library programs on his/her own time will be granted only after the employee submits a written request to the Director on the **First** working day after the event. All compensatory time must be taken within thirty days from the date of the event attended and at the discretion of Director.
- I. Recall: A three (3) hour minimum shall be paid at time and one-half for all emergency calls.

## ARTICLE XI

### RATES OF PAY

- A. Effective July 1, 2000 the minimum starting salary for full-time clerks and clerk typists shall be \$17,270.00 per year. Starting salary for full-time Senior Library Clerk/Senior Clerk-Typist shall be \$19,808.00 per year. Starting salary for a full-time Custodian/Cleaner shall be \$23,198.00 per year. Starting salary for full-time Maintainer shall be \$23,198.00 per year. Effective each successive year the contractual raises shall be added to the current starting salary, on July 1, 2001 - 4.25% and July 1, 2002 - 4.5%.
- B. 1. Effective July 1, 2000 the minimum starting salary for part-time clerical and custodial employees shall be 7.84 per hour.

2. Effective each successive year the contractual raises shall be added to the current starting salary on July 1, 2001- 4.25% on July 1, 2002 – 4.5%.
- C. 1. Effective July 1, 2000, the minimum starting salary for full time Librarian shall be \$34,491.00 per year. Effective July 1, 2000, the minimum starting salary for a Librarian Trainee shall be \$13.78 per hour.
2. Effective each successive year the contractual raises shall be added to the current starting salary on July 1, 2001 – 4.25% on July 1, 2002 – 4.5%.
- D. 1. Effective July 1, 2000 all full-time and part-time Library Clerks, Clerk Typists, Senior Library Clerks, Senior Clerk-Typists, Maintainers, Custodian/Cleaners, and Librarians employed as of July 1, 2000 shall receive an increase of \$500.00 each, to be added to their salaries earned as of June 30, 2000, plus a 4% increase. Effective July 1, 2001 all full-time and part-time Library Clerks, Clerk Typists, Senior Library Clerks, Senior Clerk-Typists, Maintainers and Custodian/Cleaners employed as of July 1, 2001 shall receive an increase of \$700.00 each, to be added to their salaries as of June 30, 2001, plus a 4.25% increase. Effective July 1, 2002 all full-time and part-time Library Clerks, Clerk Typists, Senior Library Clerks, Senior Clerk Typists, Maintainers and Custodian/Cleaners employed as of July 1, 2002 shall receive an increase of \$700.00 each to be added to their salaries as of June 30, 2002, plus a 4.5% increase. Librarians will receive the percentage increase listed for the second and third years.
- E. 1. Effective July 1, 2000 Reference Librarian, as needed, will be paid the hourly rate of current salary or \$99.75 per diem whichever is greater.
- F. Effective July 1, 1989 full-time employees will receive the following Longevity Increment to be paid cumulatively on the anniversary date of their employment:
- 10 years employment - \$200.00
  - 15 years employment - \$300.00
  - 20 years employment - \$150.00
- Part-time employees shall receive the above Longevity Increments pro-rated on number of hours worked.
- G. Effective July 1, 1989, part-time clerical and custodial employees who are asked to become full-time employees by the Director shall be raised to the new full-time minimum, or receive an increment of \$500.00 - whichever is greater.
- H. Effective July 1, 2000 creation of a Deferred Savings Plan for employees.

**ARTICLE XII**

**RETIREMENT PENSION**

- A. The Library agrees to remain as a participating employer in the New York State Retirement System under the local jurisdiction of the Wantagh Public Schools. The plan currently in effect is termed 75e.

**ARTICLE XIII**

**HOLIDAYS**

- A. The Library will close on the following days:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
July 4 <sup>th</sup>	Christmas Day
Labor Day	½ Day New Year's Eve Day (close 1:00pm)

When a legal holiday falls on a Sunday, the Library will be closed on the following day or such a day designated by New York State.

- B. When a scheduled holiday falls on a working day which is a regular day off for a staff member, he or she may take off at a later date as approved by the Director.
- C. All employees hired on or after July 1, 1998 who work 15 hours or less will not be entitled to holidays.
- D. Compensatory Time for holidays must be taken within three (3) months of date earned.

**ARTICLE XIV**

**EMERGENCY CLOSING**

- A. When the Library is closed due to weather or other emergency conditions, employees who are scheduled to work on that day will be paid for the day at straight time. Such time will be considered as time worked.
- B. The Director, when an emergency condition arises, will ascertain the facts and consult with the Board for approval to close. Both service to the public and the welfare of employees will be carefully considered by the Board in granting approval to close.

## ARTICLE XV

### VACATIONS

- A. Vacation for employees on the payroll as of December 31, 1978 will be based on the following schedule:

Librarian	24 days
Clerical & Custodial	12 days at the end of the first year, plus 1 day for each year of active service up to a maximum of 22 days.
Regular Part Time* -	Pro-rated based on classification and time worked.

- B. Vacation for employees hired on or after January 1, 1979 will be based on the following schedule:

Full-Time Librarians	24 days
Full-Time Clerical & Custodial	1 <sup>st</sup> thru 9 <sup>th</sup> years = 15 days 10+years = 20 days
Regular Part Time*	Pro-rated based on time worked

\* Defined as an employee who works more than 26 weeks in a calendar year.

- C. Vacation will not be given without being earned, and an employee must have been actively employed continuously for a period of six months to be eligible for vacation.
- D. Vacation credit will be earned on a monthly basis i.e. a currently employed professional will earn at a rate of two days vacation for each month of active service.
- E. Vacation pay in lieu of vacation time will not be permitted.
- F. Vacation, which represents a benefit both to the Library and the employee, will be used, whenever possible, in weekly increments. Any deviation must be approved by the Director in advance of the requested vacation.
- G. Up to one month of any leave of absence will be credited as active service and count toward vacation credit for the employee.

- H. Five vacation days may be carried over but must be used by June 30 of the following year or they will be lost.

## ARTICLE XVI

### LEAVES

#### A. Jury Duty

1. Upon presentation to the library of a summons to jury duty, employees shall be granted leave with pay for the difference between the employee's regular wage and the fee received for jury service. Employees must return to work for the remainder of the day if released before lunch and serving in Nassau County.
2. Any employee called for jury duty shall be entitled to retain all travel expense monies received from the court as reimbursement.
3. Days of required Jury Duty will be treated as time worked.

#### B. Family/Child Care Leave

1. Employees will be granted up to three months unpaid family/child care leave upon written request. The commencement of leave will be a joint decision based on the employee's wishes, the advice of doctor, and the Director's judgment as to the ability of the employee to carry out his/her assigned duties. Final determination to be made by the Board on the advice of the Director.

#### C. Personal Leave

1. Up to three days of paid leave may be granted for personal emergencies.
2. All employees hired on or after July 1, 1998 who work 15 hours or less will not be entitled to personal leave.

#### D. Bereavement Leave

1. Bereavement Leave shall be granted in the event of a death in the immediate family (spouse, child, parent) - five days for each occurrence. Bereavement Leave shall be granted in the event of a death of a brother or sister, or blood relative residing in the employee's household - three (3) days for each occurrence.

#### E. Sick Leave

1. Twelve days of sick leave will be granted for each year of active service and will be awarded at the rate of one day per month, except

employees hired after July 1, 1991 who shall receive 9 sick leave days annually for the first two years of their employment. Thereafter they will receive 12 days annually. In the case of a part time employee, the time awarded will be pro-rated. This will be based on the normal hours worked during the month. Sick leave may be used for doctor's appointments and may be used in half day or quarter day increments with a four (4) day advance notice, except in emergencies.

2. On the day after returning from sick leave, the Library shall provide the employee with an Absence Report Form. Employees must complete this form and submit it to the Director's Office on the first working day.
3. Sick leave, limited to a maximum of three (3) days, may be used to care for a member of an employee's immediate family.
4. Unused sick leave may be accumulated up to a maximum of 180 days.
5. Upon retirement, employees with more than 10 years of active service will be paid 25% of unused accumulated sick pay, up to 120 days (30 days maximum). Employee with more than 15 years of active service will be paid 33% of unused accumulated sick pay up to a maximum of 40 days. The rate of pay will be that being paid on the date of retirement.
6. In cases of resignation or separation other than retirement, employees will be paid only the unused sick leave earned during the calendar year of the termination. In the case of employees with more than 10 years of active service, the Board may, in its sole discretion, give consideration to paying for additional unused sick pay based upon individual circumstances.
7. The Library reserves the right to extend sick leave, on a paid basis, beyond the earned leave. Any such action will be for an individual case, and will not be negotiable nor affect future decisions.
8. None of the above apply to anyone who is separated from employment for cause.

F. Leaves of Absence

1. Leaves of Absence without pay may be granted by the Board in its discretion, provided the applicant complies with the following conditions:
  - a. All extended leaves of absence granted shall be based on written request and shall be without pay for a period of not less than one (1) month and not greater than six (6) months.
  - b. Applicants for leave shall have at least one (1) year prior service with the Wantagh Public Library.
  - c. No more than one (1) employee, with no more than one from any classification, to be on leave of absence at the same time.

- d. Leaves of absence shall be considered on the basis of first written request received by the Library Director. In case of requests received on the same day, the employee with longest service in the Wantagh Public Library shall be granted preference. Employee who has received prior leave shall have last priority irrespective of date that leave requests are received.
- e. No sick, vacation, or personal leave time shall accrue during leave of absence.
- f. Applications for leaves of absence must be made not less than one (1) month before commencement of such leave, except in emergencies.
- g. For purposes of Clause C above only, all Librarians shall be considered in the same class.
- h. For good cause shown, the Library may make exception to ( c ) above.

## ARTICLE XVII

### HEALTH INSURANCE

- A. The Library agrees to maintain its current health insurance plans, and to pay 90% of the cost of individual coverage and 75% of the premium for family coverage.
- B. The Library agrees to continue to maintain health insurance for covered retired employees and to pay 60% of the cost of individual coverage and 35% for dependent coverage.

## ARTICLE XVIII

### MILEAGE REIMBURSEMENT

- A. Authorized use of personal automobiles to conduct library business will be reimbursed at the current IRS rate.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

- A. It is agreed that all negotiable items have been discussed during negotiations leading to this agreement and that negotiations will not be reopened on any items whether contained herein or not during the life of this agreement.
- B. It is the prerogative of the Library to continue existing policies or to initiate and announce new policies so long as the same do not affect or change matters expressly or specifically referred to in this agreement.
- C. All employees are expected to comply with rules, regulations and directives adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement.

D. Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedures:

1. Such dispute by an employee or employees covered by the terms of this contract, shall be presented in writing, to the Library Director within five working days of its occurrence.

2. The Library Director may hold a hearing concerning the dispute. Within ten working days from receipt of the grievance, the Director will render his/her decision in writing.

3. If not satisfied with the decision of the Director, the aggrieved employee may, within seven working days after the decision of the Director has been rendered, make a written request to the Board of Trustees for a review and determination. The employee shall have the right to appear before the Board of Trustees at the next monthly meeting if he/she so requests, and to be represented by CSEA if she/he so requests.

After considering the employee's grievance and contentions made in support thereof, and affording the employee and opportunity to submit their view both orally and in writing, the Board of Trustees shall take such action within 30 days as it deems proper and just and advise the employee and the Director in writing of the action taken.

4. If an 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 Library, another by the CSEA, and the third to be mutually selected by the other two. Their decision shall be adopted by both parties.

E. All costs involved in utilizing arbitration shall be shared equally by the Library and CSEA.

## **ARTICLE XX**

### **PROMOTIONS**

A. Promotional increases will be based on procedures shown on Attachment B.

ARTICLE XXI

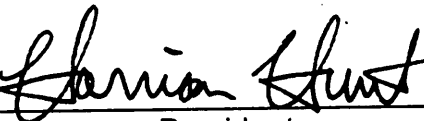
TERMS OF AGREEMENT

- A. This agreement shall remain in full force and effect until June 30, 2003.
- B. The provisions of this Agreement are subject to governmental rules and regulations which are applicable when changes are instituted.
- C. In Witness Whereof, the parties have hereunto set their hand and seal this first day of July 2000.

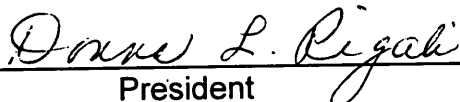
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME AFL-CIO

by   
CSEA Inc. Local 1000  
Labor Relations Specialist

BOARD OF TRUSTEES  
WANTAGH PUBLIC LIBRARY

by   
President

WANTAGH PUBLIC LIBRARY UNIT  
NASSAU COUNTY LOCAL 830  
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO

by   
President

SUNDAY OPENINGS

1. When the library is opened on a Sunday, it shall be staffed on a voluntary basis. If there are no volunteers the Director will develop a schedule for staffing the Library.
2. Current employees will be given the first preference in Sunday staffing.
3. Sunday compensation will be paid as a separate item and will not affect any of the hours or pay for the regular work week.
4. Effective September 16, 1996 the following rates of pay are established.

Total Compensation

Librarian-in-Charge	Time-and-a-half of current salary or \$80.00 whichever is greater.
Librarian	Time-and-a-half of current salary or \$80.00 whichever is greater.
Clerk	Time-and-a-half of current salary or \$62.00 whichever is greater.
Custodial Help	Time-and-a-half of current salary or \$24.00 whichever is greater.

5. Effective April 28, 1997 the following rate of pay was established:

Librarian Trainee (Sundays)	\$70.00 per day
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6. New employees who work on Sunday will be compensated at time-and-a-half of their current hourly rate.

PROMOTIONS

1. Promotions may be made at any time of the year upon the recommendation of the Director and the approval of the Board of Trustees.
2. An individual will be promoted to a higher graded title upon official notification from Civil Service that the person has passed the examination for the higher title.
3. Upon such notification, the employee will receive a promotional increase of \$750.00 or an amount to bring the new salary to the minimum for the higher grade - whichever is greater.
4. Employees assigned to a higher level position will, after one month, be granted a temporary increase in salary of up to \$750.00. This temporary increase will continue until the employee either is promoted to the higher grade position or is reassigned to the former grade and duties. In the event of reassignment to the former grade, the temporary salary increase will cease. In the event of promotion, the salary adjustment shown in Paragraph 3 will replace the temporary salary increase effective with the date of promotion.



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**Local 1000, AFSCME, AFL-CIO**  
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

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CSEA