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Contract Database Metadata Elements

Title: **Wead Library, Malone Central School District Public Library and Library Unit, Franklin County Chapter, CSEA, Local 1000 AFSCME, AFL-CIO (2008) (MOA)**

Employer Name: **Wead Library, Malone Central School District Public Library**

Union: **Library Unit, Franklin County Chapter, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

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21/9038

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CSEA LOCAL 1000 AFSCME, AFL-CIO
AND
WEAD LIBRARY, THE MALONE CENTRAL SCHOOL DISTRICT PUBLIC
LIBRARY.**

7/1/08 - 6/30/11

THIS AGREEMENT, made on June 16, 2008 between **WEAD LIBRARY, THE MALONE CENTRAL SCHOOL DISTRICT PUBLIC LIBRARY**, a public library chartered by the Regents of the State of New York and organized under section 255 of the Education Law, hereinafter called the "**EMPLOYER**", and the **LIBRARY UNIT** of the Franklin County Chapter of the Civil Service Employees Association, Inc., a corporation organized and existing by virtue of the laws of the State of New York, hereinafter called the "**LIBRARY UNIT**".

WITNESSTH

WHEREAS, The Library Unit is the recognized bargaining unit of the CSEA bargaining unit employees of the Employer, and

WHEREAS, the presently effective collective bargaining agreement between the parties has an expiration date of June 30, 2008,

NOW THEREFORE, it is agreed by and between the Employer and the Library Unit as follows:

1. **Term:** This agreement shall be deemed effective as of the expiration date of the prior collective bargaining agreement (June 30, 2008), and shall be in effect until June 30, 2011, and thereafter as provided by law.
2. **Dues Deduction:** The Employer shall deduct from the wages of the employees and remit to the Civil Service Employees' Association, Inc., regular membership dues for those employees who signed authorization permitting such payroll deductions.
3. **Agency Fee Deduction:** The Employer shall deduct from the wages of the employees in the bargaining unit who are not members of the CSEA, Inc. the amount equivalent to the dues levied by the Civil Service Employees Assn., Inc., and shall transmit the sum so deducted to the CSEA, Inc., in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The agency shop fee deducted shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law.

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 22 2009

3 employees

ADMINISTRATION

4. **No Strike:** The Library Unit affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.
5. **Hours of Operation.**
- a. The hours of opening and closing shall be set by the Employer subject to negotiation with the Library Unit. Unless altered by written agreement between the parties the hours of opening and closing shall not exceed the following:
 - i. Day after Labor Day until June 30 of each year:
 - (1) 10:00 a.m. to 8:00 p.m. Monday through Friday
 - (2) 10:00 a.m. to 3:00 p.m. Saturday
 - ii. July 1 until Labor Day of each year:
 - (1) 10:00 a.m. to 6:00 p.m. Monday through Friday
 - (2) One weekday per week at the Employer's discretion the Library may remain open to 8:00 p.m.
 - (3) 10:00 a.m. to 3:00 p.m. Saturday
 - (4) No Bargaining Unit members will be required to work more than three Saturdays from July 1 to Labor Day of each year.
 - b. The Library shall be closed on the day preceding Christmas and at 5:00 PM on the day preceding New Year's Day.
6. **Salary:**
- a. Salaries shall be increased 5% for the period July 1, 2008 to June 30, 2009.
 - b. Salaries shall be increased an additional 5% for the period July 1, 2009 to June 30, 2010.
 - c. Salaries shall be increased an additional 5% for the period July 1, 2010 to June 30, 2011.
7. **Health Insurance:**
- a. Health insurance shall be provided for the Library Unit members through the same group health insurance plan as the Malone Central School District. The Employer agrees to pay the same percentage of insurance costs as the Malone Central School District is required to do for its employees, from time to time.
 - b. Attached hereto as Appendix A is a copy of Article 20 of the current Malone Central School District setting forth health insurance benefits for school district employees and the school district health consortium Memorandum of Understanding. These materials are attached for ease of reference.

- c. In the event of any changes in the terms applicable to employee health insurance for Malone Central School District employees, such changes shall be automatically applicable to this contract.
- d. Employer will provide the Employees with up to \$207 per employee per year for vision care.

8. Holidays:

- a. Each Employee shall receive eleven (11) paid holidays per year as follows:
 - i. The first day of January, known as New Year's Day.
 - ii. The third Monday in January, known as Martin Luther King Day.
 - iii. The third Monday in February, known as President's Day.
 - iv. The last Monday in May, known as Memorial Day.
 - v. The fourth of July, known as Independence Day.
 - vi. The first Monday in September, known as Labor Day.
 - vii. The second Monday in October, known as Columbus Day.
 - viii. The eleventh day of November, known as Veterans Day.
 - ix. The fourth Thursday in November, known as Thanksgiving Day.
 - x. The twenty-fifth day of December, known as Christmas Day.
 - xi. The employee's birthday.
- b. If any of such days is Sunday, the next day thereafter shall be deemed a holiday.
- c. In the event that a holiday falls on an employee's regular day off, the employee is to take a day within the next two-week period as the regular day off.

9. Vacations:

- a. For employees hired before July 1, 2003:
 - i. Total of 20 paid days of vacation after one (1) year of employment.
- b. For employees hired on or after July 1, 2003:
 - i. 5 paid days of vacation after 1 year of service.
 - ii. Total of 10 paid days of vacation after 2 years of service.
 - iii. Total of 15 paid days of vacation after 5 years of service.
 - iv. Total of 20 paid days of vacation after 10 years of service.
- c. For purposes of determining vacation benefit, the first "year of service" is measured from the employee's initial date of hire. Subsequent "years of service" are measured from the Employer's fiscal year, which begins on July 1.
 - i. Ex # 1: Fiscal year starts July 1. New hire on September 1, 2003. New hire is eligible to take one week after September 1, 2004. Must be taken by July 1, 2005. On July 1, 2005 new hire is eligible for two weeks of vacation. (First year was up on September 1, 2004. Second year was up on July 1,

2005). Actual timing of vacation is subject to approval by Director.

ii. Ex # 2: Fiscal year starts July 1. New hire on May 1, 2004. New hire is eligible to take one week after May 1, 2005. Must be taken by July 1, 2005. On July 1, 2005 new hire is eligible for two weeks of vacation. (First year was up on May 1, 2005. Second year as up on July 1, 2005). Actual timing of vacation is subject to approval by Director.

- d. Vacations must be approved in advanced by the Library Director, or designee.
- e. Vacations are not earned prior to being taken. They are a benefit which is "earned" when actually taken in the year allowed.
- f. Unused vacations shall not accumulate.

10. Sick Leave:

- a. Each employee shall have the right to take one (1) paid sick day per month to accumulate to a maximum of two hundred forty (240) days.
 - i. Sick leave covers personal illness and death in the immediate family. For purposes of this subdivision, members of the family shall include spouse, child or parent. Also included is any other person permanently residing in the home of the employee, other than a roomer, tenant, or employee of the employee.
 - ii. Doctor's certification may be requested by the employer after three (3) successive days of absence by any employee.

11. Personal Leave:

- a. Each employee who is entitled to sick leave shall be allowed up to five (5) days of personal leave with full pay during each fiscal year.
 - i. If the benefit is not used, it shall be accumulated as additional sick leave subject to the maximum permissible amount of accumulated sick leave.
 - ii. The employee shall obtain advance permission from the Library Director or designee for such leave.

12. Maternity and Child Rearing Leave:

- a. Pregnant employees shall be entitled to a leave of absence for a maximum of one year.

- i. Request for such leave shall be made in writing to the Library Director as soon as the fact of pregnancy is known or no later than the fourth month of pregnancy.
 - ii. Request for such leave shall indicate the probable beginning date and duration of the leave.
 - iii. Under normal circumstances, a two-week notice shall be given prior to commencement and termination of such leave.
- b. The employee may request a second year of leave.
- c. All such leave, except for the period of disability, shall be without pay.
- d. An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.
- e. Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave.
 - i. Certification by her physician that such leave is due to such medical disability will be required.
- f. All rights and privileges accumulated prior to the effective date of such leave shall be retained. Employees returning from maternity sick leave shall be assigned, whenever possible, to their previous positions.

13. Grievance Procedure: In the event that any employee, whose employment is subject to this agreement, should have any grievance or complaint arising out of his/her employment, or in the event any dispute should arise concerning the application of the terms or its provisions, the following procedure is established:

- a. Such grievance, claim or dispute must be submitted in writing by the Employee to the immediate supervisor of such Employee within 31 days of the event giving rise to dispute. Such complaint must be signed by the Employee and by the official representative of the Library Unit.
- b. In the event such grievance, claim or dispute is not satisfactorily adjusted within three (3) working days, such grievance, claim or dispute shall then be submitted to the Board of Trustees of the Employer.
- c. The Board of Trustees shall meet to determine the grievance within 31 days. The Union and the Employee shall have the right to address the Board.
- d. The Board's decision shall be communicated in writing to the Employee and Union within 5 business days of the Board Meeting.
- e. If the decision is unsatisfactory to the Employee and the Union, then it shall be submitted to binding arbitration before an impartial arbitrator chosen by the Employee and the Library. In the event that the parties cannot agree upon an impartial arbitrator, then each party shall select

one person as its arbitrator, and such arbitrators shall jointly select a third impartial arbitrator. The panel of three arbitrators shall hold a hearing, and the written decision of a majority of the panel of arbitrators shall be the decision of the panel.

14. Retirement:

- a. Unused sick leave on retirement.
 - i. Unused sick leave time shall be reimbursed upon retirement after an employee has been employed a minimum of 10 years.
 - ii. Reimbursement shall not be made for more than thirty days.
 - iii. Reimbursement shall be made at the hourly rate in effect on the day of retirement.
- b. Health insurance for certain retirees.
 - i. The Employer will provide certain retired members of the Library Unit with health insurance equal to that provided for Unit Members. The persons who qualify for such benefit are any current employees (Irene C. Greeno, Deborah A. Trickey and Bonnie M. Willett) who retire under this current agreement. The amount that the Employer will pay toward the cost of such insurance will be as follows:
 - (1) Any such retired employee aged 55 to up to 65:
 - (a) 100 % of individual coverage
 - (b) 35 % of family coverage
 - (2) Any such retired employee age 65 or over:
 - (a) 50 % of individual coverage
 - (b) 35 % of family coverage
 - (c) It is understood that primary coverage for such individuals will be through Medicare.
 - ii. No health insurance benefit will be provided for any bargaining unit retirees except the individuals specifically set forth above.

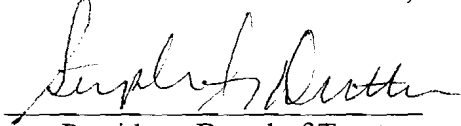
15. Civil Service Law 204-a: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

16. Merger, No Oral Modifications: It is expressly understood and agreed by and between the parties hereto that this agreement, and the Appendix A attached

hereto constitute the entire agreement between the parties, and it cannot be altered, changed or modified except by writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate.


WEAD LIBRARY, THE MALONE CENTRAL
SCHOOL DISTRICT PUBLIC LIBRARY,


President, Board of Trustees

LIBRARY UNIT OF THE FRANKLIN COUNTY CHAPTER OF THE CIVIL
SERVICE EMPLOYEES ASS'N, INC.


CSEA Member


CSEA Member


CSEA Member


Labor Relations Specialist

Dated: 6/23/08

APPENDIX A

ARTICLE 20 - INSURANCE - *See Memorandum of Understanding included in Appendix A

A. Insurance Deductions: All programs for insurance deductions shall be authorized by the Board of Education before becoming active.

B. Health Insurance:

1. Employees must work twenty-five hours or more per week to be eligible for health insurance benefits. Employees receiving health insurance benefits on December 31, 1983 will be exempt from this condition as long as working hours are not reduced from the pre 12/31/83 level.
2. The district will pay 100% of the premium for individual and family coverage for those employees who are eligible for participation in the district's health insurance program.

C. A Malone Central School staff member who is covered or eligible to be covered under the FEH Health Benefits Consortium and whose spouse is not covered under the FEH Health Benefits Consortium but has health insurance coverage outside the FEH Consortium may decline health insurance coverage from Malone Central and receive \$1,500 annually. Staff members who are eligible for individual coverage, yet choose to decline coverage because they are able to receive health insurance from a source other than the FEH Consortium will receive \$550 annually. One half of the payment will be given to the member in their final December paycheck and the other half in their final June paycheck.

The member shall not be precluded from re-entering the plan; however, payment for withdrawal will be pro-rated based. Once an employee has left the plan, they may only re-enter the plan on January 1, April 1, July 1 or October 1 annually. Upon ratification of this agreement, unit members may initially declare their intent to withdraw from the plan by January 1, 2007. Thereafter, employees must declare by the first of the month and withdrawal will take place only on the first of any month.

D. Employees must work twenty-five hours or more per week to be eligible for vision care benefits. District shall pay up to \$207 for vision care benefits administrated by CSEA's employee benefit fund.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES
Brushton-Moira Central
Chateaugay Central
Lake Placid Central
Malone Central

St. Regis Falls Central
Salmon River Central
Saranac Lake Central
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

Memorandum of Understanding

Page 2

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

- A. Reserves - equal to 25% of Projected Annual Claims.
- B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

Memorandum of Understanding
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4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (Preferred Choice Plan, effective January 1, 1997)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

*1 If a generic equivalent does not exist, the generic co-pay will apply.

*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (Effective January 1, 1997)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).

6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.

7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

Memorandum of Understanding
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8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
 - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
 - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
 - Billed rates for 98-99 will reflect 100% of the impact of the new premiums.
- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

Memorandum of Understanding
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14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird
Charles Bird

By: Mary K. Hanna
Mary Hanna

By: Betty J. Demers
Betty Demers

By: Ken Lushia
Ken Lushia

NYSUT:

By: Lynn Blais
Lynn Blais

By: Greg Littell
Greg Littell

By: Pamela B. Martin
Pamela Martin

By: Deborah A. Taylor
Deborah A. Taylor, for and on behalf of the
NYSUT Affiliated Unions

By: Richard R. Van Wormer
Richard R. Van Wormer, for and on behalf
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair
Gerald Blair

By: Patrick Cannon
Patrick Cannon

By: David Defantis
David Defantis

