

This Agreement is made effective January 1, 2011 by and between The Poughkeepsie Public Library District (hereinafter referred to as the "District") and the Civil Service Employees Association Inc., Local 1000 AFSCME AFL-CIO Poughkeepsie Public Library District Unit, Dutchess County Local #814 Unit 6675, with its headquarters at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Union has been designated and selected by a majority of the employees in the unit hereinafter described for the purpose of collective bargaining in regard to hours of work, wages and working conditions, and the settlement of grievances, and

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to hours of work, wages and working conditions, and the settlement of grievances in order to (a) promote harmonious and cooperative relationships between the District and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interests of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree to as follows:

**ARTICLE I
RECOGNITION**

SECTION 1. Pursuant to Section 207 of Article 14 of the New York State Civil Service Law (also known as the Public Employees' Fair Employment Act), the District recognizes the Union as the sole and exclusive representative for the employees of the unit as defined herein for the purpose of collective negotiations with respect to wages, hours and other working conditions, and with respect to the administration of grievances arising under this Agreement.

**ARTICLE II
REPRESENTATION**

SECTION 1. Pursuant to Section 207 of Article 14 of the New York State Civil Service Law, the District agrees that the Union shall have unchallenged representation status for the maximum period permitted by law.

SECTION 2. The Union shall represent all full-time and part-time employees of the District who are employed on a regularly scheduled twelve (12) month basis. Part-time employees are those who are regularly scheduled to work less than twenty-one (21) hours per week.

SECTION 3. This agreement shall apply to all full-time and part-time employees of the District holding a position by appointment or employment in the service of the District, excluding for the purposes of representation, however, the Director of the Library, the Assistant Director(s), the Business Manager, the Director's secretary and Student Library Aides (defined as employees under the age of 18 enrolled in high school or are home schooled).

**ARTICLE III
EMPLOYEE ORGANIZATION RIGHTS - AGENCY FEE**

SECTION 1. Exclusive negotiations with the Union. During the term of this Agreement, the District will not negotiate with any other employee organization in reference to terms and conditions of employment of employees covered by this Agreement, subject to Article 14 of the New York State Civil Service Law.

SECTION 2. Payroll Deduction: The District agrees to deduct from the wages of the employees and remit to the Union, 143 Washington Avenue, Albany, New York, 12210, regular membership dues for those employees who sign authorizations permitting such payroll deduction. The District also agrees to deduct from the payroll such life insurance premiums as may be authorized by the employees who agree to enroll in the programs available from the Union as fringe benefits of membership. The District further agrees that an "Agency Shop" fee equal to the amount of dues paid by Union members shall be deducted from the wages of those employees choosing not to

become Union members. This amount shall be forwarded by separate check to the CSEA on the same basis as dues.

SECTION 3. The District recognizes the right of the employees to designate through election, or by appointment of elected officers, representatives of the Union, including field staff representatives of the Association, to appear on their behalf to discuss salaries, working conditions of this Agreement, and other terms and conditions of employment, and to visit employees during scheduled or regular working hours subject to reasonable limitations, as set forth in this article.

- A. The District shall perform its obligation under this Agreement in a fair and impartial manner and shall not discriminate against any employee for reasons of sex, race, color, creed, national origin, religion, or marital status.
- B. The Union shall have the right to post notices and other communications with regard to association business on bulletin boards maintained on the premises of the District and shall further have the right to use District e-mail systems for such communications.
- C. The Union and its representatives shall have access to the premises of the District for the purpose of transacting any necessary District/Union business, subject to the approval of the Library Director or designee.
- D. officers and committee members of the Union shall be granted necessary time to carry on official Union business within reasonable limitations.
- E. The Union will forward a list containing the names of elected officers, committee members, and the chief shop steward. The Library Director will also be advised of any and all changes in the local Union administration.
- F. Union officers will be allowed reasonable time to attend to Association matters and at least four (4) such officers shall be allowed to attend State and County conferences without loss of pay or leave. However, a maximum of twelve (12) working days per year will be allowed.
- G. The Unit President will receive a copy of the actual contracts the District enters into for health coverage and/or any other employee insurance coverage.
 - 1. The Unit President will receive a copy of the paperwork filed with County Personnel for any employee.
 - 2. The Unit President will receive written notice of any new hire within the District.
 - 3. The Unit President will receive a copy of the payroll as certified to County Personnel each year.
 - 4. The Unit President will receive a copy of the Board of Trustees' monthly meeting packet, prior to the meeting, and ensuing addendums, if any.

**ARTICLE IV
MANAGEMENT RIGHTS**

SECTION 1. The District retains the right to manage its business affairs and services and to direct the working force, including, but not limited to the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the control of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency in all its operations, including the right to discipline, suspend and discharge employees for cause; to hire; lay off, assign, promote and determine qualifications of employees; to determine the library hours.

SECTION 2. All rights of the District under this Agreement are subject to such regulations governing the exercise of said rights as are expressly- provided in this Agreement or provided in Article 14 of the Civil Service Law of the State of New York or other relevant statutes.

SECTION 3. The rights of the District listed above are not all inclusive, but indicate the type of matters or rights which belong to or are inherent in the District. Any and all rights, powers and authority the District had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, granted or modified by this Agreement.

SECTION 4. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any District official or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said District officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE V NO STRIKE PROVISION

SECTION 1. Pursuant to Section 207 (3) of Article 14 of the New York State Civil Service Law, the Union hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. According to said Article 14 of the New York State Civil Service Law, the definition of a strike includes any concerted work stoppage or work slowdown.

SECTION 2. Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the District, or the rights, remedies or duties of the Union or employees under State Law.

ARTICLE VI WORKING CONDITIONS

SECTION 1. The following items of travel expense shall be allowed to all employees represented by the Union.

Mileage allowance at the rate per mile set by the IRS when personal car is used on travel to and from conferences or for job purposes.

Reimbursement of costs of travel, lodgings, meals, and fees for attending library related meetings or conferences, provided employee's attendance at said meeting or conference has been approved in advance by the Library Director.

SECTION 2. All rights of the District under this Agreement are subject to such regulations governing the exercise of said rights as are expressly provided in this Agreement or provided in Article 14 of the Civil Service Law of the State of New York or other relevant statutes as well as the rules and regulations of the Dutchess County Department of Civil Service.

The following items shall be provided with respect to job security:

- A. Uniform wage made for all employees similarly classified.
- B. Each employee will receive a copy of any document which is made a part of his/her personnel folder. Employees shall have access, upon reasonable notice, to their personnel file and, further, shall have the right to reply to any material in the file. After material has been in an employee's file for one year, an employee may formally request removal of said material. Additionally, the District shall review all personnel files each year with the decision as to what is to be removed remaining solely with the District. No material older than three (3) years may be used in a disciplinary action.
- C. No employee classification is to be changed without prior notice to and consultation with said employee. The District agrees that there shall be no change in the salary grade of job titles of the employees with the bargaining unit unless also agreed to in writing by the CSEA Unit President. This clause shall not be interpreted to relate to title change and concomitant grade changes pursuant to a re-classification survey conducted by the Dutchess County Department of Civil Service.

- D. Notice of Civil Service exams shall be conspicuously posted.
- E. If any title or position is abolished by the District, the employee so affected will be given first consideration for appointment to a comparable vacant position in District service.
- F. All vacancies in District jobs are to be posted in all appropriate District departments and distributed to all employee work e-mail IDs so that qualified District employees may have the opportunity to apply for same. Each vacancy shall be posted for a minimum of ten (10) working days. When the Director determines that the experience, qualifications and job performance of two or more applicants are relatively equal, then in such event, seniority shall be the prime factor in filling the vacancy.
- G. The District shall review every six (6) months the status of temporary or provisional appointments and shall make a diligent effort to provide permanent status wherever possible.
- H. Every original appointment to a position in the non-competitive or competitive class shall be for a probationary term of twenty-six (26) weeks except for internal promotional appointment where the probationary term shall be for not less than eight (8) weeks nor more than twenty-six (26) weeks.

All part-time employees shall be granted, after serving a probation period of twenty-six (26) weeks, the same rights regarding representation, seniority, grievance, layoff and disciplinary procedure as full-time employees under this contract.

- I. The District will provide for the custodial staff: Three (3) summer and three (3) winter uniforms, and one (1) pair of steel-tipped work shoes per year. The District shall provide for the security staff : Three (3) summer uniform shirts and three (3) winter uniform shirts. Employees will be responsible for the maintenance of said uniforms and shoes.
- J. Layoffs: All other factors being equal, based on management's right to determine employee work performance, all layoffs for non-competitive class full and part-time permanent employees will be in inverse order of seniority. All permanent employees within the non-competitive class will have vertical displacement rights (bumping and retreat) and have their names placed on a preferred list, established within the District. The incumbents who have not completed their probationary service must be laid off before any permanent incumbents can be touched. Probationary employees are to be laid off in order of seniority. All other factors again being equal, recalls to work shall be in order of seniority with the notice of recall being sent to an employee's last known address. Employees shall retain their right to recall for four (4) years after layoff. All competitive class layoffs will be accomplished as above except that seniority shall be the sole and determining factor in the order of layoffs and recall.
- K. The layoff unit and the work assignment unit shall be all within the District. A determination of seniority for layoff purposes shall be made within the layoff unit. Work assignments, subject to job titles, shall be made anywhere within the District. The District reserves the right, as a management right, and for the purposes of efficiency or convenience, to change, from time to time, the work assignment, within job title, within the District.

SECTION 3. For the purpose of accumulation only all leave specified in Articles XII XIII, XIV, and XVIII shall be computed on the basis of normal hours of work per week divided by five (5). Parties further agree the District shall have the right to reopen negotiations with respect to this method of leave time accumulation during the life of this Agreement.

SECTION 4. Employees who are regularly scheduled to work less than a full-time work week (as specified in Article X) shall be governed by the rules in Appendix "B" for leave as specified in Articles XII, XIII, XIV, and XVIII.

ARTICLE VII COMPENSATION

SECTION 1. All salaries shall be modified as follows:

- A. For 2011: There shall be no wage increase for full- or part-time employees.

For 2012: All full-time employees shall receive a wage increase of 1.50%. All part-time employees shall receive a wage increase of 1.50%. The retroactive portion shall be paid within 30 days of ratification by the Board of Trustees.

For 2013: All full-time employees shall receive a wage increase of 1.50%. All part-time employees shall receive a wage increase of 1.50%.

For 2014: All full-time employees shall receive a wage increase of 1.75%. All part-time employees shall receive a wage increase of 1.75%.

B. Steps: The step increments shall be modified as follows:

Employees hired on or after the date of ratification or promoted into a new classification on or after the date of ratification shall on the anniversary date of employment, receive step increments on the first, second, third and fourth anniversary. The step increment will be awarded after the wage increase.

Page	\$ 868
Custodian	1,047
Receptionist	903
Senior Typist	984
Library Clerk	903
Senior Library Clerk	984
Principal Library Clerk	1,142
Supervising Library Clerk	1,296
Account Clerk	1,037
Principal Account Clerk	1,380
Public Information Officer	916
Library Assistant	1,169
Network Analyst	1,655
Microcomputer Support Specialist	1,374
Librarian Trainee	1,286
Development Officer	1,738
Librarian I	1,406
Librarian II	1,486
Librarian III	1,583
Building Administrator	1,531

SECTION 2. The bi-weekly payroll shall continue in effect until changed by Agreement of the parties.

SECTION 3. No employee shall be employed under any title not appropriate to the duties to be performed and no employee shall be assigned to perform the duties of any position unless he/she has been duly appointed or promoted to such position in accordance with the provisions of the Civil Service Law. Any employee assigned temporarily to perform duties of a higher classification shall be compensated at the higher rate of pay. All employees, upon assignment by their supervisors, shall perform duties normally assigned to a lower classification and when doing so shall be paid at their normal rate.

**ARTICLE VIII
LONGEVITY**

SECTION 1. A longevity increase will be awarded equal to \$100 for each year of service to all employees who have been in continuous employment with the District and have completed ten (10), fifteen (15), twenty (20), and twenty-five (25) years respectively. Once earned, longevity will be permanently added to the employees base salary.

SECTION 2. The longevity increase shall be effective following the anniversary date of employment.

**ARTICLE IX
PERFORMANCE EVALUATION**

SECTION 1. The parties shall develop a performance evaluation system, which will be reviewed not less than every two years by the Labor/Management Committee.

SECTION 2. In the event an employee receives an unsatisfactory rating, said rating may be appealed to the Board of Trustees.

SECTION 3. Upon the Board of Trustee's review and concurrence with the unsatisfactory rating, the employee's increment or longevity shall be withheld.

**ARTICLE X
WORK-DAY WORK-WEEK**

SECTION 1. The standard work day shall be seven (7) hours (exclusive of the lunch hour) and the standard work week shall be thirty-five (35) hours (exclusive of lunch hours) for full-time Librarian and clerical employees, as scheduled by the Director of the Library to meet the needs of the Library.

SECTION 2. The Standard workday shall be seven and one-half (7.5) hours and the standard work week shall be thirty seven and one-half (37.5) hours (exclusive of lunch time, without loss of pay) for full-time custodial and security employees, as scheduled by the Director of the Library to meet the needs of the Library.

SECTION 3. The working of evening and/or weekends may be required of all library employees when necessary to maintain the library's full service to the community.

SECTION 4. Employees working on Sundays shall be paid at the rate of time and one-half (1-1/2). Sunday employees shall not accumulate any leave benefits nor shall Sunday employment qualify for such benefits.

SECTION 5. One (1) hour is allowed for lunch, except for custodial and security employees who shall have a thirty (30) minutes (unless otherwise approved by the Director).

SECTION 6. All employees of the District will be allowed a fifteen (15) minute break before their assigned lunch period and a fifteen (15) minute break after their assigned lunch period. Infractions of the regulations for breaks will result in a review, at any time, of the break allowance, and, if deemed necessary by the Director, amendment or termination of the break allowance.

SECTION 7. All part-time employees shall be paid for all hours worked. All part-time employees must have written approval from the Director and/or the Assistant Director before working any additional time over their regularly scheduled hours.

SECTION 8. Sunday will be part of the pay period all year around, but for full-time employees, it will be considered a 6th work day and be paid at time and one-half rate for all hours worked. Assignment of Sunday work will be on a voluntary basis first, and if not enough volunteers, management can mandate work on a rotating basis among all employees.

**ARTICLE XI
OVERTIME**

SECTION 1. Overtime shall be interpreted as any time in excess of the standard work-day as defined in Section 1 and 2 of Article X. For support staff, overtime shall apply for management-approved attendance at conferences and continuing education programs, excluding travel time. Overtime shall not apply for librarian and managerial staff attending management-approved conferences or continuing education programs.

SECTION 2. At the written request of the Director and/or the Assistant Director, employees may be required to work in excess of their standard work day. Librarian and clerical employees who work more than thirty-five (35), but less than forty (40) hours in a week shall be compensated at straight time rate. Such compensation may be equivalent time off, subject to the approval of the Director.

All full-time employees who work more than forty (40) hours in a week shall be compensated at time and a half (1-1/2) rate.

Part-time employees who work over forty (40) hours in a week shall be paid at the time and a half (1-1/2) rate.

If a full-time employee requests compensation for overtime work to be in time, the employee must receive written approval from the Director and/or the Assistant Director before taking said time off. If for some reason the employee has not used or management has denied the request to use this time, all unused time shall be paid by the last payroll period of the year.

SECTION 3. Authorized leave days and/or holidays constitute time worked in calculating overtime.

SECTION 4. In the event an employee is called back to work after the completion of his or her assigned shift, payment shall be at time and one-half with a two hour minimum guarantee.

ARTICLE XII HOLIDAYS

SECTION 1. The District shall close the following paid holidays:

1. New Year's Day
2. Martin Luther King's Day (observed)
3. Presidents Day (observed)
4. Memorial Day (observed)
5. Independence Day
6. Labor Day
7. Columbus Day (observed)
8. Veterans' Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve (close at 12:30 p.m.)
12. Christmas Day
13. New Year's Eve (close at 12:30 p.m.)

SECTION 2. If the official holidays of Independence Day, Veterans' Day, Christmas Eve, Christmas, New Years Eve and New Years Day fall on a Saturday or Sunday when the Library is scheduled to be open, said holiday for that year becomes a holiday exception as it occurs and is to be used within one (1) year of said holiday, and the Library will be closed on the actual holiday.

SECTION 3. Employees on vacation leave when any of the holidays occur may extend their vacation leave an equivalent number of days to compensate for the holiday, or reserve that equivalent vacation leave for use at a later date.

SECTION 4. Paid holiday leave shall be prorated in hours for other than full-time employees. During the initial year of employment, these employees shall be entitled to prorated holiday pay only for those holidays occurring after the first day of employment.

SECTION 5. The Library shall be closed on Saturday and Sunday of Memorial Day and Labor Day weekend. Additionally, the Library District shall close at 5:00 p.m. on the Wednesday immediately prior to Thanksgiving Day.

ARTICLE XIII PERSONAL LEAVE

SECTION 1. All full-time employees, including provisional and probationary, will be allowed three (3) days of personal leave in one (1) calendar year, at such time as the employee requests subject to the approval of the Department Head.

No personal days will be used adjacent to holidays.

No more than two (2) personal days will be used in the first six (6) months of employment.

SECTION 2. Unused personal leave shall be converted to sick leave.

SECTION 3. Personal leave time shall be pro-rated for part-time employees.

**ARTICLE XIV
SICK LEAVE - SICK BANK - NYS DISABILITY**

SECTION 1. Sick leave for full-time employees will be accrued at the rate of one working day per month plus one additional day per year to be accrued in December of each year commencing upon appointment in permanent, provisional, or probationary employment.

Sick leave shall be pro-rated for part-time employees.

SECTION 2. An employee on sick leave shall continue to accrue both vacation leave and sick leave upon satisfactory evidence as to current illness or injury.

SECTION 3. Time taken off by an employee as accredited sick leave shall be construed to also cover the illness of an immediate family and/or household member.

SECTION 4. A doctor's certificate may be required for any illness lasting more than four (4) working days.

SECTION 5. Employees will receive written notification of accrued sick leave at the beginning of each month.

SECTION 6. Sick leave will be allowed to accumulate without limitation.

SECTION 7. All employees represented by the union shall receive an amount equal to fifty percent (50%) of their accumulated sick leave at termination of employment. Employees shall not be entitled to the benefits of this section if they have not been regularly and continuously employed for a full year prior to termination of employment, or if such termination of employment is a result of charges placed against the employee. Any accumulated days of sick leave exceeding one hundred and eighty (180) days will not be included in any computation for payment upon termination of employment. This payment will be made to the heirs or estate of a deceased employee.

SECTION 8. An employee who is absent due to illness must notify the library not later than one half (1/2) hour after the start of the library's working day. An employee who is unable to personally notify the library must designate some person who will give the notification in the employee's place. An employee who fails to give notice of an illness shall not be credited with sick leave until such time as the employee does report the illness and such reason is accepted by the library.

If no notification of reason for absence from work is received after the fifth (5th) working day, the employer will have the right to take disciplinary action.

SECTION 9. The District shall provide NYS Disability Insurance for all employees at no cost to the employees.

SECTION 10. The sick bank is established for use by participating employees who are members of the bargaining unit. Participation is voluntary. The purpose of the sick bank is for use of participating employees who have a serious illness or injury which requires them to be out of work, and have exhausted their own available sick time.

A. Eligibility. Employees must have a minimum of ten (10) sick day accruals to be eligible for participation in the sick bank. Participation is offered during the annual renewal period in December. Employees may enroll only after twelve (12) months of continuous service.

B. Contributions to the sick bank. Contributions to the sick bank are made as follows:

(1) sick bank accumulates from year to year (year is defined as a calendar year)

- (2) employees may donate two (2) days of earned sick time to the sick bank so long as they meet the eligibility requirement. No further donations are required unless the sick bank falls below the reserve of twenty (20) days.
- (3) should the sick bank reach its reserve prior to the annual renewal period, the Sick Bank Committee will solicit all eligible bargaining unit members who participate for an additional two (2) days. Employees are not required to donate more than two (2) days annually to maintain their eligibility. Employees enrolling in the sick bank for the first time, however, would still be required to donate two (2) days to be eligible to participate and will still be required to meet the minimum eligibility requirement.

C. Use of the Sick Bank. The Sick Bank Committee shall be comprised of three (3) members: the Unit President or designee, another Unit member to be chosen by the Unit President, and the Library Director. Decisions require the unanimous consent of the Committee. Prior to using the sick bank, the employees must first use all sick and personal time. Employees wishing to use the sick bank must apply, in writing, for use of time to the Sick Bank Committee. The Committee shall have the authority to approve up to a maximum of twenty (20) working days leave per application. Should an employee require more than the twenty (20) day maximum, the employee must submit, in writing, an additional request for more time. However,

- (1) if an employee submits a request for additional sick bank time, he or she must first use any vacation time they have accrued prior to the request,
- (2) an employee may request only one (1) extension of sick bank time of 20 days or less for any specific illness, and
- (3) an employee may only use the sick bank once, with a possible extension, annually (annually shall be defined as the twelve (12) month period from the initial first day of use of the sick bank award).

The Committee shall have full authority to approve or disapprove a request for sick bank leave. The Committee will have the authority to require medical documentation for any sick leave requests. The decision of the Committee shall be final and the sick leave bank provision of the contract shall not be subject to the grievance procedure.

SECTION 11. Chronic Sick Leave. In the event an employee is repeatedly on sick leave for one or two days which does not require a doctor's certificate, the Director of the District, or designee, may require the employee to have a physical examination to determine physical fitness to perform the assigned duties. The District shall pay for the examination. If, after the examination, it is determined that the employee has no physical reason for repeated absence, the employee may be advised in writing that continuance of the practice will make the employee liable for discharge.

**ARTICLE XV
FUNERAL LEAVE**

SECTION 1. Funeral leave with pay, not to exceed five (5) days, per funeral, shall be allowed in the event of death of a member of a full-time employee's immediate family or household. Funeral leave shall be pro-rated for part-time employees. For the purpose of this section members of an immediate family shall be limited to spouse, parents, children, grandchildren, grandparents, brothers, sisters, mother/father-in-law.

**ARTICLE XVI
JURY DUTY**

SECTION 1. All employees (both full-time and part-time) serving on jury duty will receive their normal rate of pay while on jury duty. Employees selected for jury duty must notify their supervisor of said selection so that arrangements can be made to continue the normal routine of their department. However, the District reserves the right to question whether the employee's absence on jury duty might impair the services of the department.

**ARTICLE XVII
LEAVE OF ABSENCE - FAMILY LEAVE**

SECTION 1. Leave of absence shall mean permissive absence without pay which may be granted employees for such reason as extended illness after sick leave has been used up, maternity/paternity/adoption leave, full-time study, etc.

SECTION 2. Maternity/paternity/adoption leave may be granted for six (6) months including time to and after the birth or adoption of the child.

SECTION 3. Requests for leave of absence without pay must be made in writing to the Director of the District who will refer the matter to the Board of Trustees for decision. Requests for leave of absence without pay must be made in sufficient time to recruit temporary help to fill the position.

SECTION 4. The following provisions of family leave are available to members of the bargaining unit:

- A. An employee is eligible for leave after twelve (12) months of uninterrupted employment.
- B. Upon the recommendation of the Executive Director and at the discretion of the Board of Trustees, an eligible employee may be granted twelve (12) weeks per year of unpaid leave because of the documented need to care for a spouse, son, daughter or parent who has a serious health condition or a serious health condition of the employee.

For part-time employees, the leave is calculated on a pro-rated or proportional basis.

Eligibility covers employees with chronic conditions and those who are undergoing treatment for substance abuse (as defined by the American with Disabilities Act).

- C. Intermittent leave may be granted if medically necessary for leave due to a serious health condition. However, such leave may not accumulate to more than twelve (12) weeks per year for full-time employees or a pro-rated proportion for part time employees.

If an employee requests intermittent leave that is foreseeable based on planned medical treatment, the District may require that the employee transfer temporarily to an available alternate position offered by the District as long as it has equal pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

- D. The employee may elect, or the District may require, that the employee substitute any accrued paid leave to care for a seriously ill family member.

For leave due to a serious health condition of the employee, the employee may elect, or the District may require, that the employee substitute any accrued paid leave.

- E. If leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the operations of the District.

- F. On return from leave, the employee is entitled to be restored to the position held when leave commenced or to an equivalent position with equal pay, benefits, and other terms and conditions of employment.

The employee does not lose any employment benefits accrued prior to the date on which the leave commenced. But the employee is not entitled to accrue any seniority or employment benefits during the period of leave or any right, benefit, or position other than to what they would have been entitled had leave not been taken.

- G. The District will pay the premiums under any group health plan for the employee at the same level and conditions of coverage that would have been provided had the employee continued employment for the duration of the leave.

- H. Employee may file a grievance and/or bring civil action against the District should it violate this Section.

**ARTICLE XVIII
VACATION**

SECTION 1. Support Staff (Clerical and Custodial) full-time employees shall earn fifteen (15) working days of vacation leave annually on a pro-rated basis of 1¼ days for each month served.

SECTION 2. Support Staff (Clerical and Custodial) full-time employees shall earn twenty (20) working days of vacation annually after seven (7) years of service, on a pro-rated basis of 1⅔ days for each month served. Years of service shall be continuous, with a lapse of District service of up to six (6) months being considered as continuous.

SECTION 3. Professional (Non-clerical and Non-custodial) full-time employees shall earn twenty (20) working days of vacation leave annually on a pro-rated basis of 1⅔ days for each month served.

SECTION 4. All full-time employees shall earn twenty-five (25) days of vacation annually after sixteen (16) years of service, on a pro-rated basis of 2 days for each month served, except for the month of hire, where 3 days will be earned. Years of service shall be continuous, with a lapse of District service of up to six (6) months being considered as continuous.

SECTION 5. Vacation leave shall be pro-rated for part-time librarian and support staff employees.

SECTION 6. Vacation leave may be taken at any time during the year. No more than an employee’s annual vacation allocation may be carried at any given time without permission from the Director. An employee who wishes it may take all or part of the vacation leave in days without special permission. Vacation leave shall be taken in either half-day (½) or full-day (1) increments.

SECTION 7. Requests for vacation leave shall be submitted to the department head no later than January 15 of each year for the 12-month period beginning January 1st of that year. Decisions regarding scheduling conflicts shall be determined by protocols established elsewhere in this contract. Changes to approved vacation schedule must be submitted not less than (2) weeks in advance and in accordance with established procedure. For one (1) day vacation, only one week’s advance notice is needed. In these instances, the Director of the Library will determine resolution of any scheduling conflict.

SECTION 8. Salary in advance of vacation shall be paid only to employees who are eligible for and are taking at least two weeks vacation at one time. Requests for vacation pay in advance must be submitted in writing to the supervisor not less than four (4) weeks prior to the first day of vacation.

SECTION 9. Employees will be paid their normal rate of pay for earned vacation time due to them upon termination of employment. The heirs or estate of a deceased employee shall be paid for the employee’s accrued vacation time.

**ARTICLE XIX
MILITARY LEAVE**

SECTION 1. Military leave will be granted with pay to employees where applicable and in accordance with Federal and State authorization. Such time is not to exceed thirty (30) days in one (1) calendar year. Pay will not be granted unless military orders are presented to the Library Director well in advance of start of leave. Pay will not be made in advance in this instance.

**ARTICLE XX
RETIREMENT**

SECTION 1. All employees of the District represented by the Union who are members, of the New York State Retirement System shall be entitled to benefits under Section 75-g of the New York State Retirement Law.

SECTION 2. The District shall provide option 41j under the New York State Retirement System regarding unused accumulated sick days.

SECTION 3. The District shall offer employees payroll deductions for a qualified 403 (b) supplemental retirement plan.

**ARTICLE XXI
HEALTH INSURANCE**

SECTION 1. Full-time employees of the District represented by the union shall be entitled to the New York Empire Plan of Hospitalization and Major Medical Benefits.

All full-time employees participating in the health insurance program shall pay ten (10%) percent of their premium for either individual or family coverage. Effective January 1, 2013, all full-time employees participating in the health insurance program shall pay eleven (11%) percent of their premium for either individual or family coverage. Effective January 1, 2014, all full-time employees participating in the health insurance program shall pay twelve (12%) percent of their premium for either individual or family coverage.

SECTION 2. Full-time employees of the District represented by the Union shall be entitled to elect for optional HMO coverage, as provided by the District.

All full-time employees participating in the HMO health insurance program shall pay ten (10%) percent of their premium for either individual or family coverage. Effective January 1, 2013, all full-time employees participating in the health insurance program shall pay eleven (11%) percent of their premium for either individual or family coverage. Effective January 1, 2014, all full-time employees participating in the health insurance program shall pay twelve (12%) percent of their premium for either individual or family coverage.

SECTION 3. A full-time employee of the District represented by the Union shall, at the employee's election, receive an annual cash payment in the event such employee elects to refrain from enrollment in the hospitalization and medical insurance program otherwise offered by the District. Subject to the enrollment rules of the hospitalization and medical plans, any employee electing to refrain from coverage may re-enroll at the earliest opportunity permitted by any such plan. In the event an employee elects to refrain from coverage during the year, or elects to rejoin during the year, the cash payment shall be prorated so as to reflect the portion of the year during which the employee was in the employ of the District and refrained from enrollment within the hospital or medical plans. The form to be utilized by the District shall contain a provision suggesting that the employee consult with the CSEA Unit President or designee prior to executing the form. The District shall advise the CSEA Unit President or designee in writing when an employee makes application.

The cash payments shall be \$1,750 for an employee with a family plan and \$875 for an employee with an individual plan. This cash payment shall be paid on a quarterly basis, at the end of each quarter. Effective 1/1/07, the cash payments shall increase to \$2,400 for an employee with a family plan and \$1,200 for an employee with an individual plan.

SECTION 4. The District will maintain a Flex 125 program.

SECTION 5. A part-time employee may join the HMO health plans offered by the District, if the employee pays the entire cost of the premium. and if the plan allows part-time participation.

SECTION 6. Full-time employees of the District represented by the union shall be entitled to the New York Empire Plan of Hospitalization and Major Medical Benefits in retirement so long as they have had ten (10) years of continuous District service up to retirement.

All retirees participating in the health insurance program shall pay fifty (50%) percent of their premium for retired employee coverage and sixty-five (65%) percent of family coverage.

**ARTICLE XXII
INSURANCE**

SECTION 1. A full-time employee of the District represented by the union shall be provided with a ten thousand (\$10,000) dollar group term life insurance policy for which all premiums are to be paid by the District during their period of employment, which benefit shall survive this Agreement.

SECTION 2. Upon retirement as described under the New York State Retirement and Social Security Law, and for the life of the member, the District will pay the full amount of the premium for each employee for a group term life insurance policy in the amount of five thousand (\$5,000) dollars.

SECTION 3. The above benefit shall not apply to an employee who terminates his/her employment under charges.

**ARTICLE XXIII
EDUCATION ASSISTANCE**

SECTION 1. The District will provide funds in the form of educational assistance for those employees seeking to further their formal education in the area of their job assignments by providing a reimbursement of up to seventy five (75%) percent of tuition cost upon satisfactory completion of the course.

SECTION 2. Written prior approval must be granted by the Library Director before an employee is entitled to such benefit.

SECTION 3. As available the District will provide funds and leave time for the purpose of continued professional development, for all employees. Such activity will be at the discretion of the Director, granted on a case-by-case request, and subject to the availability of funds.

**ARTICLE XXIV
SENIORITY**

SECTION 1. Seniority shall be observed as provided by the Civil Service Law with the continuation of the work of the department taking first priority. All seniority shall be as of the date of first permanent appointment. No seniority shall be allowed for the time spent as a temporary employee or a provisional employee, except as noted elsewhere in this Article. All employees shall be included under this Article.

SECTION 2. Any employee having a permanent appointment in the non-competitive class shall upon entering the competitive class begin seniority in that classification as of the date of appointment to the competitive class.

SECTION 3. Seniority from date of employment in the District shall be taken into consideration in the scheduling of vacations and in the allocation of overtime.

SECTION 4. Part-time employees shall have their own seniority list. This list shall be taken into consideration, if they qualify, in applying for any full-time or part-time position before the District hires from outside the system. The part-time seniority list is subordinate to the full time seniority list.

**ARTICLE XXV
GRIEVANCE AND DISCIPLINARY PROCEDURE**

SECTION 1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.

Both parties to this Agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

Step 1 - Alleged grievances must be submitted in writing to the appropriate department head within fifteen (15) working days after the occurrence complained of or when the employee or Union should have known. The department head shall have five (5) working days after receipt of the grievance within which to return a

written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

Step 2 - In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) working days within which to submit the grievance in writing to the Library Director. The Library Director shall have ten (10) working days after receipt within which to return a written reply.

Step 3 - In the event no answer is received or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) working days within which to submit the grievance in writing to the Board of Trustees of the District. The Board of Trustees shall then have ten (10) working days after receipt within which to return a written reply.

Step 4 - In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at step 3, the grievant shall then have ten (10) working days within which to submit the grievance to binding arbitration. The parties agree that either the Public Employment Relations Board or the American Arbitration Association shall be the administrative agency responsible for assisting the parties in the arbitration process.

The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitration shall be borne equally by the parties.

NOTE: Timely compliance with Steps 1, 2 and 3 of the grievance procedure is a condition of arbitration and the failure by the party to timely comply shall be grounds for the stay of arbitration.

SECTION 2. Any District employee covered by the contract shall be notified of the intention of the District to undertake disciplinary action (including discharge) against them personally or by registered mail to their official address as maintained by the Administrative office. The CSEA Unit President or designee shall receive a copy of the Notice of Charges. Employees shall have ten (10) working days to respond to said charges by:

- A. Executing a statement of election to proceed pursuant to Section 75 of the Civil Service Law and then submitting an answer to said charges pursuant to that Section: or
- B. Executing a statement of election to proceed through the grievance procedure: or
- A. C. Executing a waiver and accepting the indicated disciplinary action.

A failure to respond within the time period set forth shall constitute an election of alternative "(C)" above and a waiver of all rights to defend the disciplinary action.

**ARTICLE XXVI
LABOR/MANAGEMENT COMMITTEE**

SECTION 1. The District and the CSEA Unit shall establish a Labor/Management Committee consisting of three (3) members from each party to maintain a harmonious and cooperative relationship and to increase the efficiency, welfare, and productivity of the Library System. Periodic meetings of the Committee shall be established within which each party may discuss complaints, safety issues, or policies of the Library District. The committee shall meet preferably every other month, at a time and date mutually determined by the members of the Committee. Both parties agree to submit a written agenda one week in advance of the scheduled meeting. Any meeting may be mutually canceled or postponed by written notice.

**ARTICLE XXVII
SAVINGS CLAUSE**

SECTION 1. If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State, or Local Law, or adherence to or enforcement of any article or part thereof should be restrained by a Court of Law, the remaining articles of the Agreement or any addition thereto shall not be affected.

**ARTICLE XXVIII
PRINTING OF AGREEMENT**

SECTION 1. Each employee represented by the Union shall be provided with a copy of this entire contract, with cost for said printing to be shared equally by the District and the Union.

**ARTICLE XXIX
DURATION**

SECTION 1. The effective dates of this contract will be from January 1, 2001 through December 31, 2003.

**ARTICLE XXX
LEGISLATIVE CLAUSE**

SECTION 1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit the 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 XXXI
MAINTENANCE OF STANDARDS**

Terms and conditions of employment in effect prior to the establishment of the Poughkeepsie Public Library District and not changed, modified, or altered by this Agreement shall remain in effect.

Effective as herein specifically set forth in this Agreement between the parties, each and every term, clause, and provision thereof shall remain in full force and effect.

All terms and conditions of this contract shall remain in full force and effect until a new contract is signed.

**ARTICLE XXXII
RESIGNATION CLAUSE**

All District employees must submit a written resignation two (2) weeks prior to their final day of work, excluding use of accumulated leave time.