

7/27/21

AGREEMENT

BETWEEN

MASTICS-MORICHES-SHIRLEY COMMUNITY LIBRARY

AND

CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2020-JUNE 30, 2025

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ARTICLE 1. RECOGNITION

The Library recognizes the CSEA as the sole and exclusive representative for all persons employed in the titles of Account Clerk, Library Clerk, Library Clerk (Spanish Speaking), Senior Library Clerk, Principal Library Clerk, Community Service Aide, Technical Coordinator I and II, Computer Technician, Custodial Worker I, II and III, Librarian I and II, Librarian I-Children's Services, Library Assistant, Librarian Trainee, Page and Guard and Literacy Volunteer Program Assistant; and excluding Director, Assistant Director, Business Manager II, Librarian III, Senior Account Clerk, Network and Systems Technician, Literacy Volunteer Program Coordinator, Circulation Department Head, Digital Services Department Head and all other employees. In addition, the two persons in the civil service title of Guard, who serve as Security Supervisors (Steve Taddeo and John O'Sullivan), will be excluded from the unit.

ARTICLE 2. FULL-TIME EMPLOYEE

A full-time employee is an employee who is paid for working at the Library a regular schedule of 35 or more hours a week. Full-time employees will work 35 hours per week. Full-time employees may be required to work every second Saturday and at least one evening per week. Full-time employees hired after January 1, 1983 may be required to work one Sunday per month as part of their regular work-week.

ARTICLE 3. DUES

A. The Library will deduct CSEA dues from the salaries of unit members who have given to the Library written authorization for those deductions, and will transmit those monies to the CSEA at an address designated by the CSEA. The CSEA will provide to the Library a certification in writing of the rate of its membership dues for the ensuing year.

B. Whenever employees are hired, or separate from employment, the Library will notify the CSEA (at 143 Washington Avenue, Albany, NY 12210) and the CSEA's Unit President of that event by providing the name, date of hire or termination and social security number.

C. The CSEA will indemnify and save and hold the Library and any and all of its employees, representatives, officers and/or members of the Library Board (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Library or any of its employees for the purpose of complying with the dues deduction provisions of this Agreement and/or State law, except any actions which may arise out of criminal and/or tortious acts or omissions on the part of the Library or its employees, which are not attributable to an act or omission by the CSEA or its agents.

ARTICLE 4. MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement or federal or state law, the Library reserves the right to determine the standards, levels, duration, quantity and quality of the services it will provide; to determine the location and relocation of its facilities or

parts thereof; to maintain the efficiency of its operations; to effect technological changes; to set the standards of selection for employment in accord with civil service rules, regulations and procedures for job classification standards; to determine and regulate work schedules; to determine work locations and work requirements; to take and implement disciplinary action; to create positions and the procedures relating thereto; to abolish positions and the procedures relating thereto; to hire, evaluate, reassign, transfer, promote and demote its employees, and the procedures relating thereto; to establish and implement other reasonable work rules; to determine the type and scope of work to be performed and how it will be performed, and the procedures relating thereto; to require overtime work and by whom, when and how it will be performed, and the procedures relating thereto; and to take all necessary actions to carry out its mission in emergencies. This paragraph will not be construed as authorizing the Library to amend any explicit provision of this Agreement without the CSEA's consent. The CSEA retains the right to timely demand impact negotiations over the Library's exercise of its rights pursuant to this paragraph.

ARTICLE 5. PERSONNEL POLICIES

All employees are expected to be familiar with and abide by the policies set forth in the Personnel Policy Manual and this collective negotiations agreement.

ARTICLE 6. CODE OF ETHICS/CONFLICT OF INTEREST

Every employee shall be subject to and abide by the Library's Code of Ethics/Conflict of Interest policy.

ARTICLE 7. SALARY/MINIMUM WAGE

Effective July 1, 2020, the hourly rate of each employee will be increased by 2.4%.
 Effective July 1, 2021, the hourly rate of each employee will be increased by an additional 2.4%.
 Effective July 1, 2022, the hourly rate of each employee will be increased by an additional 2.4%.
 Effective July 1, 2023, the hourly rate of each employee will be increased by an additional 2.4%.
 Effective July 1, 2024, the hourly rate of each employee will be increased by an additional 2.4%.

Minimum Wage. The minimum hourly base salary rate will be paid to employees consistent with Labor Law § 651(5), notwithstanding subsection (m). This provision will sunset and become null and void effective June 30, 2025 at 11:59:59 p.m. unless otherwise agreed by the parties in writing followed by Library Board ratification via a duly adopted public resolution.

ARTICLE 8. LONGEVITY

Employees will receive longevity payments in the amount of \$10 per each year of service when reaching any 5th anniversary of employment (i.e., 5th, 10th, 15th, 20th, 25th).

ARTICLE 9. HOLIDAYS

A. The Library shall acknowledge the following observed days as Holidays and, by not later than August 1 of each year, designate the date on which the Holiday will be observed during that fiscal year:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Easter	Thanksgiving Day
Mother's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

B. The Library Board will determine whether the Library will be closed on any of these Holidays.

C. When the Library is open on the actual date of a designated Holiday (including when; e.g., November 11/Veteran's Day falls on a Sunday and the Library is open), the holiday will be observed on that day. In this event, full-time employees shall receive compensatory time at the rate of a total of one and one-half times their scheduled hours worked, plus a compensatory day.

D. If the employee is not ordinarily scheduled to work (i.e., Saturday or Sunday) on the designated Holiday, or if the Library is closed, the employee shall, except for Easter and Mother's Day, be afforded a compensatory day during his or her normally scheduled work week.

E. Part-time employees shall be paid at the rate of one and one-half times their normal rate of pay for scheduled hours worked during a holiday in which the Library is open.

F. Part-time employees who have been continuously employed by the Library for at least one year as of the last pay date in November shall receive, in their mid-December paycheck, a holiday bonus in an amount equal to 2% of their calendar year-to-date gross earnings as of the last pay date in November.

G. Continuously employed for the purpose of this policy shall mean the employee worked his or her normally scheduled hours and did not take a leave of absence lasting more than three months during the calendar year to date and was not suspended from work for disciplinary action during this period. Employees who took a leave of absence for more than three months or who were suspended from work for disciplinary action shall not receive this benefit.

H. Employees who transfer from part-time status to full-time status prior to the last pay date in November shall not enjoy this benefit. Employees who transfer to part-time status from full-time status and who were continuously employed by the Library for at least one year as of the last pay date in November shall only receive the 2% amount based on gross wages earned as a part-time employee.

ARTICLE 10. MILEAGE REIMBURSEMENT

A. Employees shall be reimbursed at the then current IRS Standard Mileage Rate for using their own vehicle during the course of Library business. This travel must be authorized in advance by the Library Director if it occurs outside of the geographical boundaries of the Library District.

B. When travel occurs between a site and a location other than the Library, the mileage reimbursed shall be the lesser distance of the travel between the site and the Library or the other location. Normal commuting to or from the Library for work is not a reimbursable travel expense.

C. Where applicable, employees shall also be reimbursed for incidental travel expenses incurred in the course of Library business such as for tolls, parking; etc. Reimbursement, however, will not be made for fees imposed for vehicular violations or other transgressions such as parking tickets, speeding tickets, towing fees; etc.

D. Any employee driving a motor vehicle in the course of Library business is responsible for ensuring that the employee is legally able to drive and is driving a legal vehicle. The Library shall reserve the right to request proof of an employee's driving status (e.g., valid driver's license) and/or proof of legal vehicle (e.g., proper vehicle registration, insurance; etc.) for any vehicle used by employees in the course of Library business.

E. Employees are not permitted to drive in the course of Library business if they cannot legally drive, cannot drive a legal vehicle, are under the influence of any controlled or impairing substance, or are otherwise unfit to drive.

ARTICLE 11. VACATION

A. Vacation (Full Time)

1. Vacation time is to be taken at a time that does not seriously disrupt the functioning of the Library. At no time during a fiscal year may an employee take more than 280 vacation hours (eight weeks) without prior approval from the Director, which should be reported to the Board at the next Board meeting following approval.

2. Vacation time is prorated according to the time in employment beginning from the start of employment to the end of the fiscal year. All vacation time will be accrued biweekly to each full-time employee at the first pay period of the new fiscal year according to the attached Schedule "V". No employee can exceed their accruals or borrow time from the following fiscal years' time.

3. All vacation accruals are counted from the first full pay period of employment, but will not be granted until a three-month period has ended.

4. No vacation time is earned when a full-time employee is paid for less than a full pay period, as may occur when he or she is first hired, when he or she leaves, or when he or she takes a leave without pay.

5. Full-time employees will receive a lump sum payment representing unused vacation time at the time of termination of employment, but in no case for more than 210 hours (30 days) of accumulated vacation time.

6. The Department Heads and Director shall arrange all vacations so they conform to the best interest of the Library. However, whenever feasible, the requests of employees should be honored. Although other factors may be considered, seniority should be taken into account when giving time off at popular times.

7. Based on a 35 hour work week the following schedule will be observed:

Professional

(Possession of a Master’s Degree required by Civil Service)
175 vacation hours (25 working days)

Pre-Professional

(Bachelor’s Degree required by Civil Service)
140 vacation hours (20 working days)
After one year of continuous service this vacation time will increase by seven hours each year, up to five years of continuous service.

Non-Professional

(Less than a Bachelor’s Degree required by Civil Service)
105 vacation hours (15 working days)
After one year of continuous service this vacation time will increase by seven hours each year, up to 10 years of continuous service.

Schedule V

Professional Personnel Vacation Hours Accrued Per Pay Period *
175 hours (25 days) 6.73

Pre-Professional Personnel

140 hours (20 days)	5.38
147 hours (21 days)	5.65
154 hours (22 days)	5.92
161 hours (23 days)	6.19
168 hours (24 days)	6.46
175 hours (25 days)	6.73

Non-Professional Personnel

105 hours (15 days)	4.04
112 hours (16 days)	4.31
119 hours (17 days)	4.58
126 hours (18 days)	4.85
133 hours (19 days)	5.12
140 hours (20 days)	5.38
147 hours (21 days)	5.65
154 hours (22 days)	5.92
161 hours (23 days)	6.19
168 hours (24 days)	6.46
175 hours (25 days)	6.73

*based on 26 pay periods – not adjusted for rounding

B. Vacation (Part-Time)

1. Part-time personnel may earn vacation time in the following manner. During any calendar year in which an employee has completed at least one year as a part-timer, the employee may take vacation time during the following year equal to 2% of the hours worked for the previous year. During any calendar year in which an employee has completed at least five full years as a part-timer, the employee may take vacation time during the following year equal to 4% of the hours worked for the previous year.

2. During any calendar year in which an employee has completed at least 10 full years as a part-timer, the employee may take vacation time during the following year equal to 6% of the hours worked for the previous year. When there is a change in the general civil service classification, vacation hours will be prorated to take into consideration the change in wages.

3. All vacation time earned by part-timers must be used by the end of the calendar year. It may not be carried over to the next calendar year. Part-time employees will receive a lump sum payment representing unused vacation time at the time of termination of employment.

4. The Director may authorize leave without pay for up to 90 days for part-time personnel, but only if this leave will not have a negative impact on the Library.

5. Vacation time is to be taken at a time that does not seriously disrupt the functioning of the Library. The Director shall arrange all vacations so that they conform to the best interest of the Library. However, whenever feasible the requests of employees should be honored. Although other factors may be considered, seniority should be taken into account when giving time off at popular times.

ARTICLE 12. SICK TIME

A. Full-time employees shall be entitled to receive up to 84 sick hours per fiscal year (July 1 – June 30). The earning of sick time shall be prorated over the fiscal year, accumulating at the rate of 3.23 hours per pay period. Employees who do not complete an entire fiscal year of regular, paid, full-time employment, for whatever reason, shall be entitled to sick time for that fiscal year consistent with this prorating formula.

B. Employees may use sick time for their own bona fide illness or injury, to seek medical care, or to care for a sick or injured parent, spouse, child or grandchild. When sick time has been exhausted, earned vacation or personal time may be used. Sick time is not to be used as additional vacation time. An employee needing to take sick time must notify his/her supervisor or designee as soon as possible. Employees who are absent three or more consecutive work days will need to provide a doctor's note documenting their illness, or that of their spouse, parent, child or grandchild. Employees who are out sick the day before and/or after a scheduled holiday closing will only be entitled to holiday pay after producing satisfactory evidence of illness.

C. Sick time may accumulate to no limit.

D. Full-time employees who voluntarily resign from Library employment shall be paid for unused sick time at the rate of 50% daily rate pay (annual/260) for all sick time which exceeds 175 hours. [(Total number of unused sick hours – 175 hours) x (.50 rate of pay as of term date)]. Hence, employees must have accrued an unused sick time balance which exceeds 175 hours in order to receive pay at resignation.

E. Individuals whose employment is terminated by the Library for misconduct or other cause forfeit any claim to pay for unused sick time.

F. Employees who separate from Library employment having used unearned sick time will have the monetary value of this time, and/or portions thereof, deducted from their final paycheck. The Library reserves the right to recover the monetary value of used, unearned sick time directly from the employee in cases where no final check is issued or the amount owed by the employee exceeds the final check amount.

ARTICLE 13. SICK DAYS – UNUSED

Any active full-time employee who has accrued a balance of unused sick days of at least 75 as of the end of a fiscal year (June 30), shall be allowed, through July 31, to sell back up to five unused sick days to the Library at the rate of one-half of the employee's rate of pay (annual gross salary/260) as of that June 30. [(Number of unused sick days sold, up to 5) x (.50 x daily rate of pay as of June 30)]. The employee's accrued balance of sick days will be reduced by the number of days the employee sold back at half-rate of pay. Payment for unused sick days will be made via the employee's normal paycheck.

ARTICLE 14. PERSONAL TIME

A. Full-time employees shall be entitled to receive up to 21 personal hours per fiscal year (July 1 – June 30). Employees who do not complete an entire fiscal year of regular, paid full-time employment, for whatever reason, shall be entitled to a prorated amount of personal time for that fiscal year.

B. If a part-time employee has completed at least one full year as a part-timer, the employee will earn personal hours per fiscal year equal to 1% of the hours worked during the previous fiscal year. Personal leave may be taken as sick leave pursuant to CBA Article 12(B)).

C. Personal time is available for use on the first day of the fiscal year, or on the first day of employment where applicable.

D. Personal time should be approved in advance by supervisor(s) and the Library Director so that it does not adversely affect the Library's operations. Employees may use personal time for an absence other than those covered by sick time or vacations. Personal time is not to be used as additional vacation time.

E. Personal time does not accrue beyond the fiscal year in which it is granted. Employees will lose, without additional compensation, amassed personal time not used within the fiscal year. Employees will not be paid for unused personal time upon separation of employment from the Library.

ARTICLE 15. BEREAVEMENT LEAVE

A. Employees shall be granted five consecutive work days of leave upon the death of the employee's spouse, domestic partner, parent, or child. Three consecutive work days of leave shall be granted to employees upon death of the employee's grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, or mother-in-law. [Full-time employees will receive pay for scheduled work days during the bereavement leave period.] Part-time employees will be granted bereavement leave without pay.

B. Employees who feel the need to take time beyond the bereavement leave period, or who feel the need to take time off as a result of the death of an individual not defined in this policy, may petition his or her Department Head to use accrued vacation or personal time, or take leave without pay. The number of consecutive days off under this circumstance shall not exceed five days.

C. Employees are expected to provide reasonable notice of absence, including anticipated date of return. The Library reserves the right to require proof of the employee's relationship to the deceased.

ARTICLE 16. JURY DUTY

A. Upon supplying proper validated proof of service, employees shall receive regular pay for jury duty service as follows:

1. Full-time employees shall receive regular pay for scheduled days in which the employee performs jury duty service.

2. Part-time employees shall receive pay for scheduled hours not worked due to time spent serving on jury duty. It is expected that the employee will make reasonable effort to work his or her normal shift if the time of the scheduled shift does not coincide with jury duty time even if the two should occur on the same day.

B. Should an employee receive compensation from the jury duty system for jury time served which coincides with wages paid by the Library for missed scheduled time, the employee shall remit the compensation to the Library. The employee is entitled to travel expenses as reimbursed by the jury duty system. The Library shall not pay for expenses related to travel to, from, or for jury service.

C. Employees are to notify their supervisor(s) upon first being informed of the potential to serve on jury duty so that the Library may make any necessary arrangements to cover any missed shifts.

ARTICLE 17. WORKERS' COMPENSATION

All employees, as defined in section 201 of the New York State Disability Benefits Law, are covered by Workers' Compensation. Time lost as a result of a compensable disability that qualifies for workers' compensation is not deducted from sick time.

ARTICLE 18. BLOOD DONATION

Employees will be provided with three hours of leave for each 12 month (July 1-June 30) period for the purpose of donating blood. Donation time for blood drives held at the Library will be paid. If the donation is in connection with a blood drive off the Library's premises, and not sponsored by the Library, the donation leave time will be unpaid.

ARTICLE 19. CANCER SCREENING

All employees may take up to four hours of paid leave for cancer screening, which will not be deducted from accrued leave. Physical examinations, blood work, as well as the travel time to and from these screenings, are all included in this four hour cap. Absence beyond the four hour cap must be charged to leave credits. Employees who undergo screenings outside their regular work schedules do so on their own time. Employees will coordinate any time out of the office that occurs during their normal work schedule with their supervisor and/or Department Head. Notwithstanding the preceding sentences, employee rights, if any, to take leave for any cancer-related screening will be granted consistent with and as required by applicable law.

ARTICLE 20. VOTING

Voting rights will be pursuant to applicable law.

ARTICLE 21. PERSONAL LEAVE OF ABSENCE

A. The Library recognizes that personal circumstances may arise which necessitate the employee to focus the employee's attention outside of the workplace for short periods of time. Employees may request leave so that they may address issues including, but not limited to, continuing education, temporary relocation, or family emergency.

B. Personal leaves of absence may be granted to Library employees on a case-by-case basis. In requesting a personal leave of absence, the employee must state in writing to the Library Director the reason for leave and its expected duration. Requests for personal leaves of absence must be made at least 45 days in advance of the first day of leave, except when extenuating circumstances make it impossible for the employee to provide that much notice, in which case the employee must provide as much notice as is possible given the circumstances.

C. Length of Personal Leave of Absence

1. Full-time employees may request personal leave for a period of up to 26 weeks. Upon completion of the initial 26 week leave period, the full-time employee may request one immediate extension of up to 26 weeks. The initial leave period and the extension, if granted, shall be considered one leave period.

2. Personal leaves of absence for full-time employees lasting up to 12 weeks may be approved by the Library Director. Personal leaves of absence for full-time employees expected to exceed 12 weeks must be approved by the Library Board of Trustees.

3. Part-time employees may request personal leave for a period up to 26 weeks only.

4. Personal leaves of absence for part-time employees lasting up to 26 weeks may be approved by the Library Director.

5. Employees may only be granted personal leave of absence once during a "rolling" 60 month period, measured backward from the date the employee last used a personal leave of absence.

D. Personal Leave of Absence Unpaid

Personal leave of absence shall be unpaid. However, employees must use accrued vacation time and/or personal time.

E. Employee Benefits While on Personal Leave of Absence

1. Employees shall accumulate seniority, sick, vacation, and personal time while on leave when receiving pay for accrued time. Time on leave for which the employee receives no pay from the Library shall not accumulate time.

2. On a case-by-case basis, the Library may allow the employee, for a period not to exceed 12 weeks, to maintain health insurance coverage at the same level and under the same conditions that would have been provided had the employee not taken leave. The employee will be responsible for his/her share of health insurance premiums during this 12 week period, if granted. The employee shall be responsible for the entire health insurance premium for any leave time which exceeds the 12 week period, if granted. The Library reserves the right to require employees to repay the employer's share of health insurance premiums if the employee does not return to work from leave.

F. Returning from Personal Leave of Absence

The Library shall make a reasonable attempt to place the returning employee to the same position as when the employee went on leave or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

G. Family and Medical Leave Act

Employees should review the Library's Family and Medical Leave Act policy when considering a leave of absence.

ARTICLE 22. HEALTH INSURANCE

A. Current Active Employees:

1. All active full-time employees shall be entitled to receive NYSHIP Core plus Enhancements (or closest available equivalent) health insurance coverage through the Library for themselves and qualified dependents, including domestic partners. Coverage shall begin on the first day of the month following the employee's first day of full-time employment.

2. Active employees are to contribute to health insurance coverage as follows:

a. Employees hired on a full-time basis prior to January 1, 1989 shall not bear any premium cost for coverage. The Library will pay 100% of premiums for either individual or family coverage.

b. Employees hired on a full-time basis on or after January 1, 1989 shall receive individual premium coverage paid in full by the Library; if the employee opts for family coverage, the employee shall be responsible for paying, through payroll withholdings on a per pay period basis, 25% of the difference between individual and family coverage premium rates.

3. Active employees who elect not to enroll in the Health Insurance Plan through the Library and who supply proof of alternate health insurance coverage shall receive, as additional pay on a per pay period basis, 50% of the Library's cost of individual health insurance coverage. This shall be known as the "Health Insurance Buyback." Eligibility for the Health Insurance Buyback will coincide with health insurance coverage eligibility; i.e., the first pay date

in the month subsequent to the employee's first day of full-time employment. An employee who elects the Health Insurance Buyback during the employee's first year of employment will be eligible for a prorated buyback of 50% of the Library's cost of individual health insurance coverage from the date on which the employee was eligible to enroll in the Library's Health Insurance Plan through the end of the Plan year. The Health Insurance Buyback for all other employees will coincide with the Plan year for the Library's Health Insurance Plan. An employee who accepts the Health Insurance Buyback will not be allowed to re-enroll in NYSHIP until the end of the buyback period unless the employee experiences a qualifying event as defined by Internal Revenue Code Section 125.

4. Employees On Leave:

Employees on Leave shall be entitled to participate in the NYSHIP plan as stated above, except that the Library will only pay premiums for coverage for the first three full months on leave. The employee shall be responsible for 100% of premium costs thereafter. Failure to remit premiums to the Library for coverage may result in coverage being terminated.

B. Former Employees:

1. Individuals whose employment is terminated, by either the Library or the employee, shall have his/her health insurance coverage cease on the last day of the month in which the employee's last date of employment occurs, except in cases where coverage is continued through the Library's policy regarding health insurance coverage of retirees (as stated below) or the employee is eligible for, and elects to continue coverage through, the Consolidated Omnibus Budget Reconciliation Act (COBRA).

2. Employees who satisfy all of the following conditions shall be eligible to receive health insurance coverage (with the Library paying 100% of individual coverage or 50% of family coverage – the employee is responsible for the remaining 50%) upon termination of employment at the Library: 1) completed 20 full-time years of employment at the Library, 2) continuously covered through the Library's health insurance plan for five years up to the date of termination/retirement, and 3) have either terminated employment five years prior to being eligible for full retirement benefits or formally fully retired through the New York State Retirement System. Eligible employees who deny continued coverage shall be entitled to a one time lump sum payment of \$10,000 that, once accepted, makes them no longer eligible to participate in the Library's health insurance plan as a former employee.

3. Employees receiving health insurance coverage through Medicare shall be allowed to continue coverage through the Library's NYSHIP plan however, on a secondary basis, or as consistent with law.

4. Former employees who are fully retired through the New York State Retirement System, and who meet the health insurance coverage in retirement requirements as stated above, shall be eligible for a reimbursement of their Medicare Part B premiums. Retired staff who meet these criteria are responsible for notifying the business office upon their enrollment in Medicare Part B.

C. The Library will offer a payroll deduction for employees wishing to avail themselves of the CSEA's THN Health Insurance Plan and Solstice Dental and Vision Plan. The Library will have no other responsibility whatsoever with regard to the employee's participation in these Plans. Prior to utilizing the payroll deduction, the employee will indemnify and save and hold the Library and any and all of its employees, representatives, officers and/or members of the Library Board (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Library or any of its employees for the purpose of complying with this paragraph, except any actions which may arise out of criminal and/or tortious acts or omissions on the part of the Library or its employees, which are not attributable to an act or omission by the CSEA or its agents.

ARTICLE 23. BREAK PERIODS

A. For purposes of this Section, "consecutive hours" is defined as a shift exclusive of breaks. For example, a work shift of 9 a.m. to 5 p.m. equates to eight consecutive hours.

B. Fifteen Minute Breaks:

1. 15 minute breaks are afforded to employees as a privilege and are not to be considered entitlements. These breaks are paid; therefore, employees are not to punch out for them. When granted, 15 minute breaks are to be taken as follows:

a. Employees who work at least four consecutive hours but less than eight consecutive hours in a day are afforded one 15 minute break.

b. Employees who work at least eight consecutive hours or more in a day are afforded two 15 minute breaks.

C. Meal Breaks:

In addition to the 15 minute break periods, employees who work over six consecutive hours in a day must take a meal break. A meal break period for employees working more than six, but eight or less, consecutive hours in the day shall be one-half of an hour. A meal break period for employees working eight consecutive or more hours in the day shall at the employee's discretion be at least one-half hour and not more than one full hour. Meal period durations may, occasionally and upon need, deviate from these limits with permission of the employee's Department Head or supervisor. However, the minimum meal break must be one-half of an hour. Meal periods are not considered paid work time. Employees must be punched out or "off-the-clock" during these breaks.

D. Break Table:

The following table is provided to illustrate the above procedures:

<u>Consecutive Work Hours</u>	<u>Break Schedule</u>
0.25 - 3.75	No break
4.00 - 6.00	One 15 Minute Break
6.25 - 7.75	One 15 + One-Half Hour Meal Break
8.00 +	Two 15's + Between One -Half and One Full Hour Meal Break, at the employee's discretion

E. Break Schedules:

Break schedules are to be arranged by the Department Head or supervisor in accordance with the needs of the Department. All breaks should be taken at balanced intervals throughout the work day and may not be combined or used to compensate for late arrival or early departure.

ARTICLE 24. FLEXIBLE WORK SCHEDULE

A. The flexible work schedule is a discretionary action designed to assist the Library in better utilizing human resources and to assist employees in balancing work responsibilities and personal concerns. Documented benefits of flexible schedules in the workplace include:

1. Decreased absenteeism due to health issues or family obligations
2. Decreased absence due to routine appointments
3. Increased employee flexibility to balance work and personal obligations
4. Increased employee productivity and initiative
5. Increased employee satisfaction and loyalty
6. Increased health and well-being of employees

B. Flexible work schedules may be established where service and productivity will not be adversely affected and where financial resources, staffing, and coverage permit. Requests for flexible work schedules will be considered on their own merits and individual circumstances; however, the Library reserves, in its total discretion, the authority to deny requests.

C. Program Criteria

1. Non-probationary, full-time clerical, custodial, page and professional employees in good standing are eligible to be considered for a flexible work schedule. All flexible schedules are subject to the approval of the Department Head whose decision is final and not subject to further review or grievance. Department Heads/supervisors are encouraged to provide maximum flexibility for their employees in good standing.

2. Prior to an employee beginning a flexible work schedule, a Flexible Schedule Approval Form must be executed by the employee, his/her Department Head and the Library Director. A 30-day trial period will be imposed for new flexible schedules.

3. In situations where the flexible work schedule option is found to be unsuccessful, the supervisor or the employee must provide at least two weeks' notice that the flexibility option in use will be discontinued.

D. Flexible Work Schedule Options

1. Alternative Work Schedule: This option provides an opportunity for an employee to continue in a full-time position, but under a non-traditional schedule. For example, an employee may opt to work from 8AM - 4PM instead of the traditional 9AM -5PM schedule.

2. Compressed Work Week: This option provides an opportunity to work a full 35 hour work week in four days. Compressed work weeks maintain the same overall number of hours required of a full-time employee, but are compressed into fewer days. Employees working a compressed work week may be required to work two evening shifts per week, based on the needs of their department. In no instance will a compressed work week be shorter than four business days.

E. Core Schedule

1. As part of an alternate work schedule, employees will be required to work a core schedule that will include days/evenings/weekends. In this manner, the Library can ensure that public service desks are covered at all times.

2. An employee's regular flexible schedule may be used to establish an arrival and departure time. Under no circumstances may arrival times be earlier than 1.5 hours before public hours of the Library, nor departure times later than 1.5 hours after public hours, unless preapproved by a Department Head.

3. The employee's core schedule will likely be his/her public desk schedule each week. These hours are not flexible. The employee is responsible for arranging personnel coverage of core hours if he/she will be out of the building for a meeting or continuing education opportunity, or at work but required at a public service department meeting. Core schedule personnel changes will be noted by the employee on a master schedule.

4. Core hours will only be covered by supervisors when employee requests have been approved in advance for a five or more consecutive vacation days, or during periods of illness or other approved absences.

F. Library Core Hours For Full-Time Clerical and Professional Employees

1. Weekdays (Monday-Thursday): 8AM-12PM, 9AM-1PM, 1PM-5PM, 2-6PM, 5PM-9PM, 6-9PM Fridays: 8AM-12PM, 9AM-12PM, 9AM-1PM, 12-3PM, 12PM-4PM, 2PM-6PM, 3PM-6PM Saturdays: 9AM-1PM, 1PM-5PM Sundays: 12PM-4PM

2. In addition, flexible work schedules for all other full-time employees (e.g., custodians and pages) may also be agreed upon between the employee and the Library Director or designee.

G. Emergency Closings

1. Employees on a flexible schedule will be credited for up to a maximum of seven hours per workday if the Library closes for any emergency such as a snow day. Only employees pre-approved and regularly scheduled for a compressed work week by their Department Head will be credited for their normally worked hours in the case of an emergency closing.

2. In the case of a delayed opening or early dismissal, employees will be credited for their normally worked hours that day. Flexible schedule privileges may not be used to extend normally worked hours credited during periods of closure, delayed opening or early departure. Time cards/forms may be used to determine normally worked hours.

3. For any date on which, due to an emergency, the Library is closed, has a delayed opening or has an early dismissal, and the employee was previously scheduled to be absent, called out from work or left work prior to the Library's closure:

- i. Full-time employees on a flexible schedule will receive credit only for the hours that they worked; and
- ii. Part-time employees will receive compensation only for the hours that they worked.

4. For employees who are scheduled to work on a day on which the Library, due to an emergency, is closed:

- i. Full-time employees on a flexible schedule will receive credit for a total of seven hours; and
- ii. Part-time employees will receive compensation for the number of hours that they were scheduled to work.

5. For employees who are scheduled to work on a day on which the Library, due to an emergency, has a delayed opening or early dismissal:

- i. Full-time employees on a flexible schedule will receive credit equivalent to the average number of hours that they actually worked ; *i.e.*, vacation, sick, personal and holiday hours are excluded, on the same day of the week that the Library had a delayed opening or early dismissal during the prior three payroll periods preceding that delayed opening or early dismissal; and

- ii. Part-time employees will receive compensation equivalent to the number of hours that they were scheduled to work.

H. Restrictions

1. Flexible Schedules are an accommodation by the Library, not a right of the employee. Employees will be required to be present for Departmental and/or Library-wide meetings. Employees cannot utilize flex time to avoid scheduled meetings.

2. Supervisors may, at any time, alter a previously approved schedule to accommodate the requirement for coverage for co-workers, meetings, travel, training, conferences, and other essential work related activities.

3. Employees must account for full-time hours through their time cards and/or Library forms for use of vacation/personal/sick/flex time, and meetings/continuing education opportunities.

4. There is no option to arrive early or leave late on a Sunday or a holiday.

I. FLSA Considerations (Fair Labor Standards Act)

1. Flex schedule lunch periods may not be shortened to less than one-half hour. Break periods may not be combined, used to shorten a workday, or used to extend a lunch period.

2. Employees may never work over 40 hours per week. Hours worked over 35 but under 40 will be put into a “flex-bank” for use no later than one year subsequent to deposit.

3. Employees may not maintain more than 14 hours in their “flex-bank.” Flex-time forms are available on the Staff Web Page.

4. The flexible schedule for full-time employees will utilize a 70 hour payroll period when calculating the use or earning of a ‘flex bank.’

ARTICLE 25. LIBRARY CLOSINGS

A. The Director, or the Director’s designee, shall be authorized to close the Library at any time due to inclement weather, emergency, or other circumstances as deemed necessary. In the event of an unscheduled Library closing:

B. Employees scheduled to work shall be paid for any scheduled work time the employee was expected to work, but did not, due to the closing of the Library. Should the closing occur prior to the employee’s scheduled work shift, the employee will be paid for the entire shift the employee was expected to work. Should the closing occur during the employee’s scheduled shift, the employee will be paid for the remainder of scheduled work time expected to be worked.

C. Employees who are scheduled to work but request time off (call in) prior to the Library closing will not be paid for time not worked while the Library is closed.

D. At the discretion of the Director, or Director's designee, employees (particularly Custodial and Security) may be kept at work or called into work even in the event of an unscheduled Library closing. In this instance, the employee will be paid for all of the employee's regularly scheduled work hours and time and one-half for all additional hours worked when the Library is closed.

E. It shall be the employee's responsibility to contact the Library to determine whether it is closed.

ARTICLE 26. DISCIPLINE

A. All employees will be entitled to request timely union representation during a disciplinary interview consistent with the requirements of Civil Service Law Section 75.

B. A full-time non-competitive or labor class employee who is not entitled by law to a hearing pursuant to Civil Service Law Section 75 will be granted Section 75 hearing rights after the completion of three full years of service to the Library. A part-time non-competitive or labor class employee who is not entitled by law to a hearing pursuant to Civil Service Law Section 75 will be granted Section 75 hearing rights after the completion of five full years of service to the Library.

C. In the event that an employee is convicted of a felony or a misdemeanor, then a section 75 hearing may be held at the discretion of the Library Board notwithstanding the provisions of Section 75. The Library may suspend without pay for more than 30 days a person covered by Section 75 person charged by law enforcement with a felony or misdemeanor. If proven innocent, the employee will receive full back pay.

D. Any other employee who has been subjected to formal disciplinary action may request in writing a meeting with the Library Board or designee, to be held within 30 calendar days of the request, to discuss the reason(s) for that action and request reconsideration. The Library Board's or designee's decision will be final and non-grievable, subject to the employee's right to appeal it pursuant to applicable law.

ARTICLE 27. LAY-OFF AND RECALL

A. Lay-off and recall rights for competitive class employees will be as set forth in applicable law, rules and regulations.

B. The lay-off and recall of full-time non-competitive and labor class employees will be made within the affected job classification and will be based upon Library-wide seniority, provided that the job skills, training, qualifications, experience and disciplinary records of the retained person(s) in the affected classification are determined to be equal. Laid-off full-time non-competitive and labor class employees in promotional titles will have so called bump and

retreat rights as set forth in law for competitive class employees, except that they will not have the right to displace part-time employees.

C. The lay-off and recall of part-time employees with at least five fully completed years of service to the Library will be made within the affected job classification and will be based upon Library-wide seniority, provided that the job skills, training, qualifications, experience and disciplinary records of the retained person(s) in the affected classification are determined to be equal.

D. A laid-off employee will be placed on a preferred eligible list (based upon classification and employment status; i.e., full- or part-time) for four years from the effective date of the layoff. The employee will have 10 calendar days from the date of the letter notifying the employee about a potential recall from the preferred eligible list in which to notify the Library Director or designee in writing about whether the employee wishes to be recalled.

E. In the event of the lay-off of any employee not covered by paragraphs 1-3 above, the CSEA will have the right to meet with the Library Director or designee within 10 calendar days after the CSEA receives notice of the lay-off to discuss the reason(s) why the employee(s) was/were laid-off.

ARTICLE 28. RESIGNATION AND RETIREMENT

A. Employees protected by Civil Service Law Section 75 are expected to provide at least 20 working days' notice of resignation or retirement.

B. An employee will be granted a lump sum payment upon his/her termination of employment for annual vacation leave and sick leave earned to that date, payable at the time of the next payday immediately following the effective date of the resignation or retirement.

ARTICLE 29. DRUG AND ALCOHOL TESTING

A. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion to believe that the employee is under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type. An employee will be tested only when reasonable suspicion exists that the test will yield a positive result for same.

B. Being under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type, regardless of the position held, adversely affects the accomplishment of the Library's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited.

C. Employees may be subject to testing based upon a reasonable suspicion, as defined below. Any employee who refuses to submit to testing may be subject to discipline, including discharge.

1. In determining whether to order a test in a particular case, the Library must balance an employee's reasonable expectation of privacy from unreasonable intrusions against the Library's interest in assuring the integrity and fitness of its employees and the safe delivery of its services.

2. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for work or is working under the influence of, or using, controlled substances or alcohol, or abusing drugs of any type, or is engaging in the possession, use, distribution, or sale of illegal controlled substances either on or off duty.

3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

4. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

5. Reasonable suspicion may be based upon, among other matters, observable phenomena, including the direct observation of use and/or the physical symptoms of using or being under the influence such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants inquiry because of a direct bearing on the mental faculties of the employee or the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.

6. The Library will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.

7. When a decision is made to test, the employee will be given a direct order to submit to the test, and the CSEA will be notified of the order.

D. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988, 53 F.R. 11973, as amended by 59 F.R. 29908 (1994), 62 F.R. 51118 (1997) and 63 F.R. 63483 (1998); etc., and the following:

1. The employee being tested will have the right to an independent analysis of the specimen from a federally accredited lab of the employee's choice. The employee will designate, at the time the specimen is given, the laboratory, if any, chosen by the employee, and a specimen will be provided to that laboratory, as well as to the laboratory designated by the Library. Copies of all test results will be sent to the employee and the Library.

2. All tests required by the Library will be fully paid for by the Library. The employee will pay for any tests requested by him or her.

3. All test results will be kept confidential except as necessary to implement the terms and conditions of this policy.

4. The time required of the employee by the Library to take the ordered test will be considered paid time if it extends beyond the employee's normal workday.

5. Within 15 calendar days after the test, the employee may file a grievance pursuant to this Agreement. If the grievance is not filed within 15 calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Library against the employee in connection with which the drug test is used; in no event will the employee and/or the CSEA be able to litigate the issue of "reasonable suspicion" in both proceedings.

6. In the event that test procedures reveal the presence of drugs or alcohol, the employee may be subject to discipline, including discharge. However, in the first instance of a positive alcohol or drug test, any related disciplinary charges may be suspended in the Library's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for the drug or alcohol usage in a program recommended or approved pursuant to the EAP provision of this Agreement, and allows the EAP to provide progress reports to the Library Director's Office. The employee will agree, as a condition to the suspension of the disciplinary charges that if he or she fails to attend or complete the recommended program, he or she will be subject to disciplinary action as though the employee had not entered the recommended program. The employee will also agree, as a condition to the suspension of the disciplinary charges or penalty that, for a period of one year following the completion of treatment, he or she will be subject to periodic random drug and/or alcohol testing and that, if he or she completes counseling and treatment but tests positive for drugs or alcohol during the one year period, then the Library may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty will be considered resolved. The record of the charges and their resolution (the charges, the answer, and the Stipulation) will remain in the employee's file unless the parties otherwise agree in writing.

ARTICLE 30. EAP

A. The Library shall make available to all active employees, at no cost to the employee, access to an Employee Assistance Program (EAP).

B. Through EAP, the Library offers confidential access to professional counseling services for help in confronting personal and/or psychological problems. EAP is available to all active employees and certain family members offering problem assessment, short-term counseling and referral to appropriate community and private services.

C. EAP is a strictly confidential program and is designated to safeguard an employee's privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. The Library shall have no knowledge of the reason for which an employee is seeking assistance through EAP and no information related to the reason for which an employee is seeking participation in the program is entered into the employee's

personnel file. Further, participation in the EAP program does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following the Library's policies and procedures or meeting required standards for satisfactory job performance, except where specific accommodations are required by law.

D. Employees utilizing EAP services must do so during non-work hours.

E. There is no cost to an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor may outline community and private services available and indicate whether any costs associated with private services may be covered by the employee's health insurance plan.

F. Costs that are not covered are the responsibility of the employee.

G. Employees may speak with the Library's Business Office or contact EAP at (631) 289-0480 for more information regarding this benefit.

ARTICLE 31. PERFORMANCE EVALUATIONS FOR FULL- AND PART-TIME STAFF/PERSONNEL FILES

A. The Library shall utilize a performance evaluation program to:

1. provide each employee with regular feedback as to his/her job performance;
2. assist the employee in becoming more effective in his/her position;
3. support the employee in meeting strategic objectives of the Library; provide an opportunity for the employee to communicate to his/her supervisor any issues regarding employment at the Library.

B. A performance evaluation shall establish future goals, provide objective feedback of the employee's work during the evaluation period, and evaluate results of work relative to any previous stated goals.

C. Performance evaluations shall be given to full-time employees annually and be completed prior to the beginning of the fiscal year (prior to July 1). Performance appraisals shall be given to part-time employees annually and be completed prior to the beginning of the fiscal year (prior to July 1).

D. Salary/pay increases and promotions must be supported by a satisfactory performance evaluation.

E. The completed evaluation shall be retained in the employee's personnel file. The performance evaluation shall be discussed and signed by both the employee and the supervisor to provide evidence that all strengths, areas for improvement, and job goals for the next review period have been clearly communicated. Employees may rebut or comment on, in writing, all or

any part of the evaluations. The responses will be included with the evaluation in the employee's personnel file.

F. Personnel Files. Effective upon the complete ratification and approval of the 2020-2025 Agreement, employees will be permitted, on their own time, within five non-weekend or holiday days of submitting a written request to the Director or designee, to review the non-confidential portions of their official personnel file in the presence of a non-Unit member. Employees wishing a copy of any or all of their file may request that the Library prepare a copy for them at \$.25 per page paid in advance.

ARTICLE 32. PROMOTIONS

If the Library intends to fill an open promotional position (excluding those within the civil service competitive classification) within the bargaining unit, the promotional opportunity will be posted for five calendar days before non-unit candidates are officially notified about the promotional opportunity. Internal candidates will be given first consideration for the vacancy, but will not be guaranteed the promotion.

ARTICLE 33. SENIORITY

Except as is explicitly set forth elsewhere in this Agreement, seniority will be determined based on the original date of employment with the Library in any capacity. Separate seniority lists will be maintained for full-time and part-time employees. Separation from employment with the Library of more than one consecutive year will result in a loss of seniority and the employee, if rehired, will be deemed to be a new employee with no seniority. Employees converting from part-time to full-time status will be given one year of seniority credit for every 1820 hours of actual performed service, and employees converting from full-time to part-time status will be given one year of seniority credit for every 1820 hours of paid service. The Union will annually be provided with a copy of the seniority lists.

ARTICLE 34. OUTSIDE ACTIVITY

A. The Library Director is responsible for approving and monitoring all employment activities of Library staff members which takes them outside of the Library, but are not directly related to the Library's service program (such as class visits or visits to senior citizen meetings would be) or to performing normal duties (such as evaluating materials and equipment for purchase).

B. This policy pertains to activities such as:

1. continuing education;
2. participation in the business of National, State and Local Library Associations;
3. participation in local civic and educational organizations when participating in one's capacity as an employee;

4. networking with professionals in related disciplines.

C. It is the responsibility of the Library Director to make certain that the time spent on outside activities positively supplements rather than negatively impacts on the internal operations and services of the Library. That is, if the time spent on an activity is greater than the benefit received by the Library, the activity should not take place on Library time or at Library expense.

D. Voluntary activity by Library employees in local civic, fraternal, business, service and charitable organizations is encouraged. However, these activities may not be performed on Library time or at Library expense without the approval of the Director.

ARTICLE 35. GRIEVANCE PROCEDURE

A. Definitions:

1. "Grievance" will mean a claimed violation, misinterpretation or inequitable application of a specific provision of this Agreement and will specifically exclude any other matter such as, but not limited to, employee discipline, matters involving New York State retirement benefits, matters otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

B. Basic Principles:

1. An employee will have the right to be represented at any stage of this procedure by an employee, attorney or CSEA representative of the employee's choice. When an employee is not represented by the CSEA, the CSEA will have the right to be present and receive copies of written decisions. The CSEA will not be liable for any fees incurred by a representative not first approved by the CSEA.

2. In the event that a decision is not communicated within the specified time limits, the grievance will be deemed to have been denied and the aggrieved party may proceed to the next procedural stage.

3. Failure of the employee and/or the CSEA to comply with this procedure and/or to file/appeal the grievance/decision within the contractually prescribed timelines will result in the dismissal of the grievance.

4. The parties may agree, in writing, to extend any of the time frames set forth in this Grievance Procedure.

C. Procedures:

1. Step 1:

- a. The aggrieved employee, either in person or through a representative will, within 15 calendar days of when the employee knew or should have known about the matter

complained of, submit a written grievance to the Department Head or designee on the attached form. All information must be fully completed on the form at the time of submission or the grievance will not be further processed and will be deemed dismissed.

b. The Department Head or designee will render a written determination on the grievance within 10 calendar days and communicate same to the grievant and the CSEA.

c. If the grievance is not resolved at this stage, the employee may proceed to the Step 2.

2. Step 2:

a. Within 10 calendar days after a determination has been made at Step 1, the employee may make a written request to the Library Director for review and determination of the Step 1 decision. The request will set forth the specific nature of the grievance, the Agreement provision(s) allegedly violated, all relevant facts relating to the grievance, the determination previously rendered and the relief sought.

b. The Library Director may, in the Library Director's discretion, direct that the employee and CSEA to attend an informal hearing where they will, with or without representatives at their discretion, appear and present oral and written statements supplementing their position in the appeal. The hearing will be held within 15 calendar days of receipt of the written statement pursuant to 2(a).

c. The Library Director will render a written determination within 15 calendar days after the written statements pursuant to 2(a) have been presented to the Library Director, or the informal hearing held pursuant to 2(b), whichever is later.

d. If the CSEA is unsatisfied with the Library Director's determination, it will, within 15 calendar days from its receipt of that determination, file with the Library Director a written demand for advisory arbitration, which will include the fully completed grievance and the date on which the CSEA received the Library Director's determination.

e. Advisory arbitration will be conducted before a rotating panel comprised of the following arbitrators: Jacquelin Drucker, Arthur Riegel, Jay Siegel. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review.

f. The arbitrator will, within 30 calendar days from the Arbitrator's closing of the record, including any post-hearing submissions, issue a written report to the Library's and the CSEA's representatives, containing a statement of the Arbitrator's findings of fact, reasoning, conclusions and recommendation(s) on the submitted issues. The Arbitrator will have no authority to recommend the modification, alteration, addition to or subtraction from any of the terms of this Agreement, will be bound by its express terms, and will be without power or

authority to make any recommendation(s) which would require the commission of an act prohibited by law.

g. The failure of the CSEA to comply with and appeal within the contractually prescribed procedures and timelines will result in the CSEA's written consent to the Library's application for a stay of arbitration and/or dismissal of the grievance. The cost for the arbitrator will be equally borne by the parties.

h. If the CSEA is unsatisfied with the Arbitrator's report, it will, within 15 calendar days from its receipt of that report, file a written appeal including the Arbitrator's report to the Library Board, which will consider the report by not later than the second regularly scheduled Board meeting following its receipt of the appeal and make a final and binding decision within 30 calendar days following that meeting, subject to the CSEA's right to appeal it pursuant to applicable law.

ARTICLE 36. TOTALITY OF AGREEMENT

A. This Agreement is made and entered into in the State of New York and will be in all respects interpreted, enforced, and governed under the laws of that State, except for choice of law provisions. The language of all parts of this Agreement will be in all cases construed as a whole, according to its fair meaning and not strictly for or against any of the parties, even though one of the parties may have drafted it.

B. The Library and the CSEA acknowledge that, during negotiations which resulted in this agreement, each had the unlimited right to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Library and the CSEA thereby are set forth in this agreement, and that it shall constitute the entire and sole agreement for the purpose of its subject matter.

C. The Library and the CSEA recognize that the Library Board is the legislative body, and the Library Director is the executive entity, legally responsible for determining policies covering all aspects of the Library including terms and conditions of employment which are not expressed in this Agreement, after Taylor Law negotiations, where applicable.

ARTICLE 37. TAYLOR LAW NOTICE

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 38. DURATION

This Agreement will be effective as of July 1, 2020 and will continue in full force and effect until and including June 30, 2025.

ARTICLE 39. SECURITY EMPLOYEES EXPENSE REIMBURSEMENT

The Library will, upon receipt of documentation satisfactory to the Library, reimburse employees with more than one completed year of service and who are required, as a condition of employment, to have and maintain a New York State security license, up to \$75 per fiscal year for the cost of the biannual security license renewal and/or the annual required eight hour security course.

ARTICLE 40. LABOR-MANAGEMENT COMMITTEE

A labor-management committee consisting of two members designated, respectively, by the Library and the Union, will meet to discuss mutual concerns concerning terms and conditions of employment. The committee will have no authority to change terms and conditions of employment. The committee’s actions or non-actions will be informal and not reviewable by any neutral third party.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement this ____ day of _____, 2021.

CSEA, INC. LOCAL 1000,
AFSCME, AFL-CIO

MASTICS-MORICHES-SHIRLEY
COMMUNITY LIBRARY

By: _____
Unit President

By: _____

By: _____
Labor Relations Specialist