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Contract Database Metadata Elements

Title: **Ogdensburg Public Library and Frederic Remington Art Museum and CSEA, Local 1000 AFSCME, AFL-CIO (2004)**

Employer Name: **Ogdensburg Public Library and Frederic Remington Art Museum**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **01/01/04**

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GEN
9053

Contract Between

The Ogdensburg Public Library

and

The Frederic Remington Art Museum

and

C.S.E.A. Local 1000 AFSCME, AFL/CIO

For Fiscal Years

1/1 / 2004 - 2006^{12/31}

RECEIVED

JUN 01 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

10 unit employees

ARTICLE 1: RECOGNITION.

The employer recognizes C.S.E.A.. Local 1000 AFSCME, AFL/CIO the exclusive representative for all permanent full-time and part-time employees of the Ogdensburg Public Library and the Frederic Remington Art Museum, excluding pages, Chief Executive Officer, Reference Librarian, Children's Librarian , Curator, Gift Shop Manager, Museum Education Specialist, and Development Director.

ARTICLE 2: DEFINITIONS.

- A. Chief Executive Officer - The Executive Officer of either the Remington Art Museum or the Ogdensburg Public Library as appropriate. Chief Executive Officer refers to both positions collectively.
- B. Board of Trustees - The Board of Trustees of either the Ogdensburg Public Library or the Frederic Remington Art Museum.
- C. Time and a half - The payment of 1/2 of the employee's regular rate in addition to the pay normally received for the hours worked.

ARTICLE 3: WORK DAY - WORK WEEK.

- A. All full-time employees shall work forty (40) hours per week. All part-time employees shall work twenty-eight or fewer hours per week.
- B. All full-time employees shall be given one (1) hour of break time for each day of work. All part-time employees working fewer than eight (8) hours during their work day shall be given break time according to the following schedule:

6-7 hours	50 minutes
5 hours	35 minutes
2-4 hours	15 minutes
Under 2 hours	No break

- C. The employer shall notify C.S.E.A., Inc. Ogdensburg Unit at least seven (7) days in advance of any change in working methods or working conditions, except where such changes are required because of an emergency or major disaster over which the employer has not control.

D. Any employee who works over 40 hours shall be compensated at time and one-half his normal rate of pay. Employees shall be given the choice of either pay or compensatory time for overtime hours. Compensatory time shall be computed on a one hour worked one and one-half hours off basis. Two hours compensation time will be granted for purposes of donating blood.

E. Any employee who is unexpectedly called in after hours (i.e.- security alarm calls, fire alarm calls, etc.) shall be considered to have worked a minimum of 1 hour and 20 minutes. Payment will be made, or compensatory time granted at time and one half.

ARTICLE 4: SENIORITY.

SECTION 1: Work schedules shall be subject to seniority rights with more senior employees having the right to select their work schedule over more junior employees subject to the needs of the institution or staffing. Vacations will also be scheduled by the employer subject to seniority rights with more senior employees having the right to preference to particular vacation time over more junior employees providing that the senior employees have designated their vacation time by March 31st.

SECTION 2: In the event of layoffs by the employer, employees shall be laid off in reverse of hiring. In the event of recall, employees shall be recalled in order of hiring. For purposes of layoffs and recalls, management will keep separate rosters for full-time and part-time employees.

SECTION 3: All vacancies shall be posted and advertised among employee union membership at least five working days prior to a permanent appointment.

SECTION 4: Seniority shall be defined as the last date of hire with the employer.

ARTICLE 5: LEAVES AND VACATIONS.

SECTION 1: Leaves, excluding Bereavement Time will be based on the employee's Anniversary Date. All leave time will be granted in its entirety on the anniversary date with the understanding that said leave time is accrued during the course of the year and should the employee fail to complete that year, any time not earned, but used, must be reimbursed to the employer according to the pro-rated schedule. Reimbursement will be deducted from the employee's last paycheck.

SECTION 2: Vacations.

a. Full-time employees will be granted vacation time according to the following rate:

2 years or less	5 days per year
More than 2, less than 5 years.	10 days per year
More than 5, less than 10 years	15 days per year
More than 10, less than 20 years	20 days per year
More than 20 years	25 days per year

Employees working less than 40 but more than 28 hours shall have vacation pro-rated.

b. Vacation days shall accumulate or be carried over from year to year only up to a total of five (5) days. Part-time employees may carry over one standard work week of vacation time from year to year.

c. Part-time employees will be granted vacation time according to the following rates:

2 years or less	1 standard work week
More than 2, less than 5 years	2 standard work weeks
More than 5, less than 10 years	3 standard work weeks
More than 10, less than 20 years	4 standard work weeks
More than 20 years	5 standard work weeks

d. A standard work-week shall be defined as the number of hours the individual employee works each week.

e. Requests for vacation must be made in writing and submitted to the Chief Executive Officer at least one (1) month prior to the request for vacation time. The applicant for vacation time will be notified of the availability of vacation time within three (3) days of the date of the written request.

f. The employer reserves the right to schedule vacations so that the needs of the institution may be met. However, requests for vacation shall not be unreasonably denied.

g. Leave requests for vacation time at the rate of one day or less, up to one standard work week per year, can be requested without the usual month's notice. Minimum time for such requests would be one full working day in advance of the time requested, allowing more time for such notice whenever possible. All other vacation requests require the one month's prior notice.

SECTION 3: Sick Leave.

a. Status	Sick Leave Hours per Year
40	144

Sick leave will also be provided to all part-time employees on duty prior to October 2, 1991. Sick time will be earned proportional to a full-time tour of duty, rounded up to the next highest hour.

Status	Sick Leave Hours per Year
32	$32/40=.8 \times 144 = 116$
28	$28/40=.7 \times 144 = 101$
20	$20/40=.5 \times 144 = 72$

b. Sick leave will be granted for illness to the employee and/or sickness in the employee's family, to be defined as the employee's spouse, children, parents, and household members.

c. Sick leave may be accumulated by full-time employees to one thousand six hundred (1600) hours, and by part-time employees to eight hundred (800) hours. A doctor's certification of illness may be requested by the employer from any employee absent beyond three (3) continuous days of sick leave.

d. An employee who is taken ill while absent on authorized leave may report the circumstances by phone or wire, and, upon presenting a doctor's certificate may be allowed to exchange sick leave for the vacation time lost by reason of illness.

e. The Museum or Library will make a one time cash payment to employees upon their retirement or elimination of their position. Such payment shall be equal to one-fourth (25%) of the employee's accumulated sick leave remaining at the time of retirement or elimination of position. This provision will remain in effect from January 1, 2004 through December 31, 2006.

SECTION 3.1: Sick Leave Donation Program

a. Purpose: The purpose of this program is to provide a means by which full-time employees and part-time employees on duty prior to October 2, 1991, may donate sick time to another employee eligible to accrue sick time, who, because of a long term illness, has exhausted leave benefits. There is no maximum number of days that can be donated, as long as the person donating has at least 80 hours of sick time left for their personal use. To donate sick time, an employee must sign a Leave Donation Form stating the amount of sick time they are donating, with the

understanding that this is a donation. The recipient is not responsible for reimbursing anyone who donates time, and donated time may not be reclaimed.

b. General: In order for an employee to qualify for leave donation, they must meet the following requirements:

1. Join the program by donating a one-time minimum of 24 hours of sick leave for full-time (pro-rated for part-time) employee. Membership must be renewed annually on, or within thirty days, of the anniversary date of this contract with the Advisory Board.

2. The illness or disability is not due to a workman's compensation incident while on-the-job and medical documentation satisfactory to the employer is provided.

3. The eligible employee has exhausted all leave credits.

4. The donated sick time, no matter the salary level of the donor, will be computed at the salary level of the recipient.

5. An employee who is a recipient of Leave Donation credits will not earn vacation time or sick time while they are receiving those credits. Employees using donated leave credits continue to receive retirement service credit for days in pay status.

6. An employee can only use up to 90 days of sick leave donation.

7. The Ogdensburg Public Library/Frederic Remington Museum and CSEA will each have one member on the Advisory Board to make recommendations and give approval. This is not subject to the grievance process.

c. Donated Time: Once donated, sick time cannot be reclaimed. If not used by the intended recipient, sick time will remain in the Leave Donation Program until such time as it is needed. An employee can donate sick time at any time, whether there is an employee in need or not. The identity of the donors may not be disclosed. If the program is terminated by the employees, all donated leave will be lost.

SECTION 4: Personal Leave.

b. Full-time employees will be granted personal leave according to the following rates, which indicate personal hours earned per hour worked:

2yrs. Or less of employment	.0077 (2 days per year)
More than 2, less than 6 yrs.	.0115 (3 days per year)
More than 6, less than 8 yrs.	.0154 (4 days per year)
8 yrs. Or more of employment	.0231 (6 days per year)

b. Personal leave shall be subject to the approval of the Chief Executive Officer.

b. Personal leave requests must be submitted one full working day in advance of the leave period. This requirement may be waived or modified by the Chief Executive Officer in case of unusual circumstances.

b. The Employer reserves the right to schedule leave so that the needs of the Ogdensburg Public Library and the Frederic Remington Art Museum may be met.

b. Personal days may not be used to extend holiday or vacation periods. Personal days may be used to conduct family business affairs which cannot be done at any other time.

SECTION 5: Bereavement Leave.

a. Bereavement leave is provided to all employees.

b. Four (4) days leave per instance will be given with pay if a death occurs in the family of an employee. The family shall be defined as the employee's spouse, children, parents, siblings, grandparents, household members and the employee's spouse's parents, grandparents, siblings, brother-in-law, and sister-in-law.

c. Further time may be granted if extenuating circumstances should prevail, with the approval of the Chief Executive Officer. Such leave shall be deducted from sick leave or personal leave. Approval of additional bereavement leave shall not be unreasonably denied to the employee.

SECTION 6: Leave of Absence.

a. A leave of absence without pay may be provided to supplement extended illness (after sick leave has been used up), maternity leave, or a period of bereavement. Leave of absence must be approved by the Chief Executive Officer.

b. A leave of absence without pay may be allowed for educational purposes when the courses to be taken pertain to the employee's job. Such leave must have the prior written approval of the Chief Executive Officer.

c. An employee on approved leave of absence will be allowed to continue health insurance coverage, at the employee's expense, for up to 3 months.

ARTICLE 6: HOLIDAYS.

A. All employees, both full-time and part-time, will be granted the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving
Good Friday afternoon	December 24th
Memorial Day	December 25th
July 4th	December 26th
Labor Day	December 31st

B. If any one of the above holidays falls on Sunday, or on a day when the employee is not scheduled to work, another day will be granted in lieu of the holiday, scheduled to the needs of the Ogdensburg Public Library and the Frederic Remington Art Museum.

C. The Frederic Remington Art Museum will be open on 5 of the above holidays (President's Day, Memorial Day, July 4th, Labor Day, and Columbus Day) utilizing the services of part-time employees (subject to scheduling) who will be reimbursed at the rate of "time and a half". Full-time employees may, at their option, work at the rate of "time and a half." Should a full-time employee decide to work one of these holidays, they must notify the Chief Executive Officer at least 2 weeks before the holiday.

ARTICLE 7: PROBATION.

Each employee covered by this contract upon entering the employment of the Ogdensburg Public Library Board or the Frederic Remington Art Museum Board shall be considered on probation for a period of one (1) year unless otherwise specified by the employer.

ARTICLE 8: EVALUATION.

A. All employees will have a minimum of one written evaluation per year performed by the Chief Executive Officer. Such evaluation shall be placed in the personnel file of the employee. All employees shall be given an opportunity to review and initial the written evaluation before it is placed in the personnel file.

B. Three (3) years after the date of occurrence, an employee may petition the Board of Trustees in writing to have disciplinary material, including letters of counseling and reprimand, permanently removed from his/her personnel file.

ARTICLE 9: SALARIES.

A. A 3% salary increase is accorded to all employees each contract year as of January 1, 2004, January 1, 2005, and January 1, 2006.

B. A \$300 dollar signing bonus will be accorded to all full time employees (pro-rated for part-time employees) beginning as soon as possible after the contract signing in 2004. A \$300 signing bonus will be accorded to all full time employees (pro-rated for part-time employees) with the first check issued in January 2005 and in January 2006.

C. Any Ogdensburg Public Library employee appointed Secretary of the Ogdensburg Library Board of Trustees will be compensated at the rate of time and a half.

E. Beginning with service anniversary years occurring in calendar year 1991, longevity shall be paid as follows:

Full-time Employees		Part-time Employees
After 15 years of service	600	Proportional share
After 20 years an additional	600	of \$600 based on
After 25 years an additional	600	tour of duty.

F. The minimum starting hourly salary will be set as:

2004	\$7.36
2005	\$7.58
2006	\$7.81

ARTICLE 10: HEALTH INSURANCE.

A. Health Insurance is provided through the City of Ogdensburg.

B. Health Insurance will be provided to all full-time employees and all part-time employees on duty prior to October 2, 1991.

C. The City will pay 100% of the cost of health insurance of the employees together with 100% of the health insurance for any of his dependents included in his plan, except that all employees will make a co-payment of \$10.00 dollars per payroll period for

health insurance and major medical deductibles of \$150 per individual and \$300 per family will apply. Co-Insurance premium deductions will be made from the employee's pay each pay period.

D. The City will pay 100% of the cost of health insurance for retired employees together with 35% of the cost for any qualified dependents of retirees.

E. An employee otherwise eligible may waive the right to health insurance and no deductions will be made for co-insurance premiums.

F. An employee otherwise eligible who waived health insurance may reapply between December 1st and December 15th of any calendar year. Coverage and co-insurance premium deductions will begin on January 1st of the following year.

G. An employee otherwise ineligible for health insurance will be granted a payment of \$30 per month if the following conditions are met:

1. The employee's weekly tour of duty must be at least 20 hours per week.
2. The employees must be ineligible for health insurance provided through the City of Ogdensburg by any other means.
3. The employee must be purchasing health insurance, and must submit proof of this purchase as requested by the Chief Executive Officer.

ARTICLE 11: DISABILITY INSURANCE.

The employer agrees to provide the New York State Disability Insurance Plan for all employees covered by this contract.

ARTICLE 12: TRAVEL ALLOWANCE.

All employees who are conducting approved institutional business shall receive a travel allowance at the same rate as salaried employees of the City of Ogdensburg.

ARTICLE 13: JURY DUTY.

Employees required for jury duty shall receive full pay and benefits during such service.

ARTICLE 14: GRIEVANCE PROCEDURE.

A. The purpose of this grievance procedure is to provide an orderly process whereby employees may equitably and expeditiously

settle any differences, disciplinary action, or grievances that may arise in the course of their employment free from coercion, restraint, interference, discrimination, or reprisal.

B. In the event that any difference or dispute should arise between the Library, Museum and C.S.E.A. or its members employed by the Library or Museum over the application and interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within forty-five (45) days of when it should have been known to have occurred by the grievant:

(1) Any employee who has a grievance shall discuss the grievance with his/her immediate supervisor. If no satisfactory agreement is reached within two (2) working days, then the grievance may be transmitted in writing to the Chief Executive Officer.

(2) The decision of the Chief Executive Officer shall be submitted in writing to the complainant and the C.S.E.A. representative within five (5) working days of receipt of the grievance. If the complainant does not agree with the decision rendered by the Chief Executive Officer, the grievance will be transmitted to the Board of Trustees.

(3) The Board of Trustees shall, within ten (10) working days of receipt of the grievance, submit its decision in writing to the complainant and his/her representative.

C. The above time limits may be extended by mutual agreement in writing.

ARTICLE 15: C.S.E.A. ORGANIZATIONAL RIGHTS.

A. The employer recognizes the right of C.S.E.A. employees to designate representatives to appear on their behalf to adjust salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract, and to visit employee during working hours depending upon the fact that it shall not interfere with the employee's work performance. Such representative shall also be permitted to appear at hearings before the Board of Trustees upon the request of the employees, the hearing dates to be fixed by the Board of Trustees.

B. One C.S.E.A. officer from the Library and one C.S.E.A. officer from the Museum shall be permitted two (2) days off with pay per year to pursue union business.

C. The employer shall administer its obligation under this

agreement in a manner which shall be fair and impartial to the employee and shall not discriminate against any employee by reason of gender, age, nationality, race or creed.

D. The C.S.E.A. shall have the right to post notices and other communications on bulletin boards maintained on the premises of the employer subject to the approval of the content of such notices and communications by the respective Chief Executive Officer or their designee.

E. Separate deductions will be made for membership dues, agency shop fees, Group Life, Accident and Sickness, and Supplemental Life Insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to C.S.E.A. each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

A = Membership Dues - payable to C.S.E.A., Inc.

B = Agency Shop Fees - payable to C.S.E.A., Inc.

C = Group Life Insurance - payable to Jardine Emmett & Chandler, Inc.

D = Accident & Sickness Insurance - payable to Jardine Emmett & Chandler, Inc.

E = Supplemental Life Insurance - payable to Jardine Emmett & Chandler, Inc.

F = CSEA Auto Insurance - payable to Jardine Emmett & Chandler, Inc.

G = CSEA Homeowners Insurance - payable to Jardine Emmett & Chandler, Inc.

F. C.S.E.A. having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this agreement, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of C.S.E.A. The fiscal officer making such deductions will transmit these amounts to C.S.E.A., 143 Washington Avenue, Albany, New York, 12207. These deductions will be accompanied by a listing indicating the names and addresses of those employees who are not members of C.S.E.A. C.S.E.A. agrees to hold employer safe and harmless because of said deductions.

ARTICLE 16: INFORMATION.

A. Upon request, the employer shall supply to the Library/Museum unit a list of all employees in the bargaining unit showing full name,

home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment.

B. Upon request, the employer shall supply to the Library/Museum unit the name, item number work location and date of hire of all new employees in the bargaining unit, and a listing of employees in the bargaining unit who terminate their employment showing item number and work location.

C. C.S.E.A. Local 1000 AFSCME, AFL/CIO will forward a list containing the names of its officers to the directors and will advise the directors of any and all changes in officers.

ARTICLE 17: GENERAL PROVISIONS.

If any article of this agreement or any addition thereto should be held to be in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any article or section should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected and shall remain in effect. If such a determination or decision is made, both parties shall convene immediately for purposes of negotiating a satisfactory replacement for such article.

ARTICLE 18: LEGISLATIVE ACTION.

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

ARTICLE 19: PERSONNEL RECORDS.

A. Employees shall be entitled to review the contents of their personnel files provided arrangements are made in advance with the Personnel Officer and a mutually convenient time is agreed upon.

B. Employees shall be permitted to submit to the Personnel Officer a rebuttal to derogatory material contained in their personnel file, to be included in their file, provided that rebuttal does not exceed two pages in length.

C. Employees may request that material other than performance evaluations and disciplinary material be removed from their personnel file after a period of two years, provided during that period there has been no reoccurrence of an incident of a similar nature.

ARTICLE 20: DURATION OF AGREEMENT.

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this document and therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the life of this contract unless reopened by mutual consent.

B. This agreement shall be effective from January 1, 2004 through December 31, 2006.

ARTICLE 21: RATIFICATION.

The undersigned spokesmen hereby agree to adopt the attached contract for the fiscal years 2004 - 2006.

EMPLOYERS' REPRESENTATIVES

Signature Linda S. Griffin Date 4-1-04
Chairman, Board of Trustees
Ogdensburg Public Library

Signature Arnold M. D'Arcy Date 4-28-04
Chairman, Board of Trustees
Frederic Remington Art Museum

EMPLOYEE'S BARGAINING UNIT

Signature Edward Paul Puley Date 4/30/04
C.S.E.A. Representative

Signature Jo-Ed M. Murray Date 4-29-04
Employee's C.S.E.A. Representative
Ogdensburg Public Library

Signature Debra J. Ormosen Date 4-30-04
Employee's C.S.E.A. Representative
Frederic Remington Art Museum

