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Contract Database Metadata Elements

Title: **Plainedge Public Library and Long Island Public Service Employees, United Marine Division, International Longshoremens Association, AFL-CIO, Local 342 (1998)**

Employer Name: **Plainedge Public Library**

Union: **Long Island Public Service Employees, United Marine Division, International Longshoremens Association, AFL-CIO**

Local: **342**

Effective Date: **07/01/98**

Expiration Date: **06/30/02**

PERB ID Number: **8044**

Unit Size: **31**

Number of Pages: **29**

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Plainedge Public Library And Local
342 (Long Island Pub Svc Employees)

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Collective Bargaining Agreement

Between

The

Board of Trustees of the Plainedge Public Library, a Public employer,
having its principal place of business at 1060 Hicksville Road,
Massapequa, New York, 11758 as employer (hereinafter referred to
as the EMPLOYER).

and

Local 342. Long Island Public Service Employees, United Marine
Division, International Longshoremen's Association, AFL-CIO,
(hereinafter referred to as the UNION) having its principal place of
business at 501 William Floyd Parkway, Shirley, New York 11967.

July 1, 1998 through June 30, 2002

Supervisory Personnel
(Unit I)

Professional, Clerical and Custodial
(Unit II)

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made this 9th day of February, 1999 between the BOARD OF TRUSTEES of the Plainedge Public Library, a Regents Corporation of the State of New York, having its principal place of business at 1060 Hicksville Road, Massapequa, New York, as EMPLOYER (hereinafter referred to as the EMPLOYER) and LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, (hereinafter called the UNION), 501 William Floyd Parkway, Shirley, New York.

WHEREAS, the Board of Trustees of the Plainedge Public Library has voluntarily recognized the UNION as the Collective Bargaining Agent for the employees hereinafter enumerated as their representative for the purpose of collective negotiations and the settlement of grievances on the 15th day of March 1989 and

WHEREAS, it is the intention of the parties to this Agreement to insure peaceful adjustment and settlement of grievances and continue the efficient operations of the Library, and

WHEREAS, the parties have negotiated collectively over the wages, hours, and terms and conditions of employees in the unit(s) hereinafter set forth and have reached certain understandings, which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the EMPLOYER and the UNION agree as follows:

ARTICLE 1
COVERED EMPLOYEES

Unit I (Supervisory Personnel).

Included: Heads of reference, children's, circulation and technical services departments, whether designated Librarian I or II, or Principal Library Clerk, Senior Library Clerk, or Clerical Supervisor.

Excluded: All other employees.

Unit II (Professional, Clerical and Custodial (Cleaner))

Included: Professional librarians, full and part-time; Clerical, full and part-time; Custodial (Cleaner), full and part-time; Shelf Readers.

Excluded: Library Director; Assistant Library Director; Administrative Assistant; Librarian Trainee; Clericals, full and part-time, when designated management/confidential; Pages.

Copies of the Nassau County Civil Service job descriptions shall be provided to the UNION upon request.

ARTICLE 2
WORK SCHEDULE

SECTION A - Full-Time Employees

1. The regular "work day" for employees covered herein shall be seven (7) hours exclusive of an unpaid lunch hour.

2. The work week of these employees shall be thirty-five (35) hours, commencing Monday through Saturday for which schedules shall be as follows:

a) current full-time clerical employees shall be required to work one in every eight Saturdays, and one night every other week.

b) current full-time librarians shall be required to work one in every four Saturdays and one night every week.

c) effective July 1, 1989, newly hired librarians and clerical employees will work a regular work schedule agreed to with the Director.

d) when seasonal changes in the use of the Library occur, such as but not limited to the period from May through September, the EMPLOYER shall have the right to reschedule part-time reference staff scheduled to work directly with the public, including reductions in hours scheduled for part-time reference staff. Such scheduling changes or reductions in hours shall not be considered a permanent revision of the requirements outlined in Subdivision 3a and 3b of this Section A.

SECTION B - Part-Time Employees

Any increase in the number of hours per week to be worked by a part-time employees must be approved by the Library Director or designated representative, regardless of whether such an increase is temporary or permanent. In the event of an emergency caused by the absence of an employee, Department Heads may authorize additional hours to be scheduled for part-time employees and shall promptly inform the Library Director or designated representative.

SECTION C - Sunday Operations

1. The Library has the option of opening from the Sunday after Labor Day through the last Sunday in June. The library will be closed on the Sunday of Memorial day and President's day.

2. Librarians and Clerical staff will be required to work not more than one in seven Sundays. The custodial staff will be required to work one in every three Sundays. Professional staffing for Sundays from the first opening day through Columbus day, and during the month of June, shall be reduced from three to two.

3. EASTER SUNDAY the library will stay open and work out staffing with the employees on a voluntary basis. Mother's Day the library will consider closing and explore operating with volunteers.

4. Staff may get a volunteer to take their place in the rotation as long as that person is a Plainedge Library employee. The person who was originally scheduled for that Sunday is responsible for making sure that shift is covered. Whenever possible, the Director or designated representative should be notified of the substitution forty-eight (48) hours in advance.

5. The Library will draft the initial schedule for review by the department heads who will return it to the Director for posting. The Director will arrange for staffing the audio visual desk.

a) Clerical staff or Librarians hired only to work Sundays shall not be paid double-time; the Library Director may negotiate the rate of pay with the hiree and advise the Union.

b) Core employees (those who work on days other than Sunday only) will be allowed to choose from one of two options for Sunday scheduling, and may elect to change the option provided forty-five days notice is given to the Director or his/her designee.

c) Sunday schedules will be posted 30 days prior to the start of each quarter.

d) No employee will be required to work both Saturday and Sunday of the same weekend. If this does occur as a result of an emergency, the employee will receive double time for both days. No employee will be permitted to be scheduled voluntarily for Saturday and Sunday of the same weekend with the exception as follows:

e) Individuals now regularly assigned to Saturday work will be part of the Sunday rotation, but may volunteer to work Saturday at the regular pay rate or may request to be replaced on Saturday.

f) Compensation: Core employees working full or part-time shall be credited for Sunday work in the following manner:

OPTION A

1. Full or Part-time staff shall be paid double time for their hours worked. (There will be no flex time).

2. Full time staff desiring a day off for Sunday hours worked will receive same, plus pay for one (1) hour.

3. Part-time staff will indicate their desires regarding payment at double-time for the four (4) hours or scheduling a day off, and every effort will be made to accommodate the latter.

OPTION B

4. Core employees may elect to work a Saturday and Sunday in the same weekend. Compensation shall be as in 1-3 foregoing, and the following conditions shall apply:

a) Full or Part-time staff shall be required to take the Friday off before the weekend to be worked, and to take one day off during the week following the Sunday worked. The latter day shall not be a day when the staff member is regularly scheduled to work that night. The time-off may not be banked and must be taken.

b) Double time shall not be paid for Saturday except where noted in Paragraph 5.d Section C.

SECTION D - Emergency Closing

Where weather or other conditions require the closing of the Library:

1. Employees who have reported to work shall be paid for the total hours scheduled to be worked had the Library not closed.

2. Employees who have not reported to work but who were scheduled to do so prior to the time of day the Library closed, shall not be compensated. However, time so lost may be charged to a vacation, personal or compensatory day, or the time may be made up as mutually agreed upon by the employee and the Library Director or an authorized representative.

3. Where prior absences would warrant such an action, employees who call in sick on a day prior to the time of the day that an unscheduled closing occurs may be required to comply with the conditions of ARTICLE 6, Section E of this Agreement.

4. Employees who are already on sick leave or vacation shall not be affected by 3 above, and shall not be charged for sick or vacation leave for the period the Library is closed.

SECTION E - Absences

1. All employees shall communicate as soon as possible with the EMPLOYER if unable to report to work as scheduled. Department Heads are designated as authorized representatives who shall relay such information to the Library Director's office for appropriate recording in personnel files.

2. Department Heads shall make appropriate arrangements to insure that the provisions of No. 1 above are effected in the event of the absence or unavailability of Department Head.

SECTION F - Rest Periods, Smoking & Time Clock

1. All employees shall be allowed a 15 minute break for each four hours worked except on Sundays. Breaks are to be scheduled by Department Heads so that full services of the Library are maintained at all times. Break time need not be at the same time every day. If a break is scheduled during a busy time, the Department Head is expected to make whatever changes in scheduling that is required to provide optimum service.

At times, employees may be required to forego a break or to have the break shortened. Use of flex time will generally be governed as vacation time under ARTICLE 5, Section D. Unused break time can be accumulated as flex time to a maximum of 20 hours.

2. Flex time breaks shall be taken in 15 minute intervals. Flex time shall not be used to compensate for lateness. Any employee who has negative flex time as of 1/1/96 shall have his/her wages deducted accordingly and at quarterly intervals thereafter.

3. Members of the bargaining unit(s) shall comply with the no-smoking ban enacted by Board resolution on March 17, 1988 in accordance with the Nassau County Department of Health Ordinance relating to a ban on smoking in any part of the Library building. First violation: notation to be filed in personnel jacket; second violation: written warning to be filed in personnel jacket, with copy to bargaining agent; third violation: formal charges to be filed in accordance with Civil Service Rules; all in accordance with the provisions of ARTICLE 17, Section A of this Agreement.

4. The use of a time clock to record employee arrivals and departures at and from work, and break periods, shall continue.

ARTICLE 3 SALARY AND WAGES

1. Effective July 1, 1998 all employees in the bargaining unit shall receive a general wage increase of three (3%) percent.

2. Effective July 1, 1999 all employees in the bargaining unit shall receive a general wage increase of three (3%) percent.

3. Effective July 1, 2000 all employees in the bargaining unit shall receive a general wage increase of three and one quarter (3.25%) percent.

4. Effective July 1, 2001 all employees in the bargaining unit shall receive a general wage increase of three and one half (3 1/2%) percent.

A. Supervisory positions:

Clerk-typist (Supervisor) and Senior Library Clerk	\$18,000
Librarian II	\$31,000
Custodian	\$18,000
Clerk-typist	\$14,500
Librarian I	\$25,000
Librarian II	\$28,000

For Part-time employees the minimum hourly rate shall be \$5.75 per hour.

5. Longevity Pay:

a. All full time employees who have completed ten (10) years of service with the library shall be paid an additional five hundred (\$500.00) dollars annually, beginning with the first pay period following their anniversary date.

b. Longevity pay for all full time employees who have completed fifteen (15) years of service with the library shall be increased to seven hundred (\$700.00) dollars annually, beginning with the first pay period following their anniversary date.

c. Longevity pay for all full time employees who have completed twenty (20) years of service with the library shall be increased to nine hundred (\$900.00) dollars annually, beginning with the first pay period following their anniversary date.

d. The stipend for longevity will not be counted as part of the base salary when calculating salary increases.

SECTION B - Overtime Pay

1. Any full-time employee required to work in excess of the regularly scheduled hours in any work day or week shall be credited with compensatory time off at the rate of straight time for the time actually worked.

2. Employees who work on a holiday, in which the library is closed as hereinafter set forth, or on a day when the library is closed, shall receive time and one-half, plus the normal day's pay, provided said employee has worked either the work day prior or works the day following said holiday.

ARTICLE 4 HOLIDAYS

SECTION A

1. (Holidays when the Library is closed)

The following days shall, during the term of this Agreement, be deemed to be holidays and days off with pay and observed as such on the date indicated, or, in the alternative, on any other date designated by State proclamation:

New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
1/2 day Christmas Eve
Christmas Day

2. (Holidays when the Library is open)

The following days shall, during the term of this Agreement, be deemed to be compensatory days on which employees shall be scheduled to work, and for each of which the employee shall be allowed to schedule a day off at a time mutually agreed upon by the Library Director and the employee:

Martin Luther King Day
Lincoln's Birthday
Veterans Day (Library has the option of being open)

Columbus Day
Election Day

1/2 day New Year's Eve
(for full time employees)

3. Regularly scheduled Part-time employees (excluding shelf readers and per-diem employees). If regularly scheduled to work 17-1/2 or more hours per week, will be compensated on a pro-rata basis for time scheduled on holidays occurring on a day when they would normally have been scheduled to work, and on which the Library is closed.

4. Full-time employees and regularly scheduled part-time employees not scheduled to work on a holiday will receive one other day off if they were normally scheduled to work on that holiday. This may be accumulated as a vacation day.

ARTICLE 5 VACATIONS

No vacation days shall be granted as per Sections A and B below, except at the EMPLOYER'S discretion until the conclusion of the probationary period, although vacation days shall be earned during this probationary period.

SECTION A - FULL-TIME EMPLOYEES

23 working days per year after one year's service

SECTION B - (PERMANENT) Part-time employees (excluding pages and per-diem)

Category	Hours Regularly Scheduled to Work Per Week						
	15-17.5	20	22.5	25	27.5	30	32.5
Professional							
Clerical & Custodial	35	40	45	50	55	60	65

SECTION C

1. All employees must take vacation earned each year unless the Library Director approves, in writing, the carry-over of vacation from one year to another. At no time may an employee accumulate more than two years vacation including the current year.

2. The EMPLOYER will grant vacations at the time desired by an employee where reasonably possible to do so. A contractual holiday that falls within a scheduled vacation may be taken at any time. Upon termination of employment, vacation days earned shall be pro rated and shall be paid upon four weeks notice by the employee.

SECTION D - Timely Notification by Employee

1. Except in emergencies, employees shall provide the EMPLOYER with timely written notification of intent to take vacation time:

a) a minimum of twenty-four hours advance notification shall be required for one day's vacation, regardless of whether time is charged as vacation, holiday, personal leave or compensatory time.

b) a minimum of seventy-two hours advance notification shall be required for vacation in excess of one day, regardless of whether time is charged as vacation, holiday, personal leave, or compensatory time.

2. Requests for vacation time shall be submitted in writing to the Department Head, who shall forward the requests to the Library Director or designated representative.

3. Employees shall not change their approved vacation without prior consent of the Library Director or designated representative. The EMPLOYER shall be promptly notified of any change in employee's plans, whether involving cancellation, curtailment, postponement, adding of additional time, or change involving beginning or ending of vacation earlier or later than previously approved.

4. In the event of scheduling conflicts which would impinge on EMPLOYER's ability to maintain service to the public. The Library Director or designated representative may reject the request, and vacation time shall be scheduled in accordance with seniority as defined in ARTICLE 14 of this Agreement, except in the case where an employee's vacation has already been approved.

5. Department Heads shall submit their vacation requests directly to the Library Director or designated representative.

ARTICLE 6 SICK LEAVE

SECTION A - Full-time employees

1. Sick leave allowance for all full-time employees shall be accumulated at the rate of twelve (12) days per year. Unused sick leave may be accumulated up to 120 days maximum. Full-time employees may borrow up to six (6) days in advance, in case of extended illness. If any sick leave is owed when an employee goes on vacation, it may be deducted from vacation time.

2. All full-time staff members will be allowed to convert up to 120 days accrued sick leave upon resignation or retirement at 50% of their salary level at the time of resignation or retirement. This shall be taken as terminal leave. Lump sum payments will not be made unless the employee gives thirty (30) days notice to the EMPLOYER prior to retirement or resignation.

3. Employees shall have the option of being paid by the EMPLOYER for accumulated and unused sick leave, or placing same in a tax-deferred annuity account to the limit permitted by law.

SECTION B - Part-time employees

Hours of Sick leave as per table below. Unused sick leave may be accumulated up to 480 hours. Part-time employees may borrow up to twenty-four working hours, in advance, in case of extended illness. If any sick time is owed when a person goes on vacation, it may be deducted from vacation time.

	<u>Hours regularly scheduled to work per week</u>						
	<u>15-17.5</u>	<u>20</u>	<u>22.5</u>	<u>25</u>	<u>27.5</u>	<u>30</u>	<u>32.5</u>
Sick leave hours per year	48	55	62	69	76	83	90

Employees who become ill while on vacation may use their sick time for the remainder of the illness and vacation, provided proper notice is given and a doctor's certificate is presented. If a paid holiday occurs during a sick leave, the day will not be counted as a sick leave.

SECTION C

All employees entitled to sick leave may use accrued sick leave time for maternity leave.

SECTION D

Use of sick leave for family illness, not in excess of 3 days, shall be allowed in addition to use of personal days; such leave shall be deducted from sick leave entitlements.

SECTION E

In the event of continuing absence, the Director may require that an employee utilizing sick leave present a dentist/physician's note within a reasonable time after returning to work.

In the event of continuing absence, the Employer, at its expense, may require a certificate from a physician of its choice for first and/or second consecutive days that an employee is absent due to personal illness.

SECTION F

1. After four (4) months of paid sick or compensation leave an employee will not earn vacation, personal leave or sick leave.
2. Probationary employees shall not be paid for sick leave taken during the probationary period, but shall be credited with 1 day per month in the case of full-time employees, and a pro-rated amount for part-time employees in accordance with Section B of this Article. Credited sick leave time shall be available to the employee as paid sick leave after the satisfactory completion of the probationary period.

ARTICLE 7 PERSONAL LEAVE

SECTION A - Full-time employees

Each full-time employee shall be granted one personal leave day in addition to sick leave. Three days of sick leave may be taken as personal days.

SECTION B - Part-time employees (excluding temporary and per-diem)

Part time employees shall be entitled to personal leave time, on a pro rata basis, in proportion to the amount of sick leave earned and accrued but not to exceed 25% of such earned sick leave. Personal days must be used in the current fiscal year and may not be used to extend vacation time.

SECTION C

Each employee shall receive from the EMPLOYER a quarterly statement of all leave benefits including sick leave, vacation, flex-time, and vacation days that have been accrued.

ARTICLE 8
FUNERAL LEAVE

All employees will be granted funeral leave of up to five (5) working days for death in the immediate family. Immediate family is defined as parents, mother-in-law, father-in-law, children, brothers and sisters and the spouse of the staff member.

All staff members will be granted up to three (3) working days for death of grandchildren, grandparent, brother-in-law, sister-in-law.

ARTICLE 9
JURY DUTY

Staff members called for jury duty will be granted leave with pay. The Library may ask that they be excused to serve at another time if scheduling difficulties arise. Staff members will be expected to refund to the Library their per-diem allowance monies, if any, other than reimbursed transportation costs, or the per-diem allowance will be deducted from their pay if not refunded to the Library after a reasonable period of time.

ARTICLE 10
LEAVES of ABSENCE

SECTION A

Requests for leaves of absence will be considered only after two years' service. Leaves are to be taken without pay and will be granted only upon written request for professional improvement, travel, extended illness or a long convalescence. The two-year requirement may be waived in a case of illness or a condition not covered by sick leave provisions. Employees will not earn seniority while on leaves of absence.

SECTION B - Family and Medical Leave Act

1. Leave granted to eligible employees in accordance with the provisions of the Family and Medical Leave Act will be counted from July 1 through and including June 30.

2. An eligible employee as defined in accordance with the Family and Medical Leave Act is one who has been employed at least 12 months and has

worked 1250 hours in the 12 months previous to making a request for leave under the provision of the act.

3. Where an eligible employee requests leave in accordance with the Family and Medical Leave Act, and the employee has unused vacation, personal or sick time available, such time as appropriate to the purposes of the Family and Medical Leave Act shall be used and counted toward the 12 week Family and Medical Leave Act allowable period before any unpaid leave is allowed.

4. Purposes for which leave can be taken in accordance with the Family and Medical Leave Act:

- a) birth of employee's child
- b) placement of a child with the employee for adoption or foster care:
- c) to care for the employee's spouse, child or parent who has serious health condition
- d) a serious health condition rendering the employee unable to perform his or her job.

5. Requests for leave in accordance with the provisions of the Family and Medical Leave Act may be denied if the following requirements are not met:

- a) the employee shall have provided EMPLOYER 30 days advance notification when need for such leave is foreseeable.
- b) if the request for leave is not for a purpose within the meeting and purpose of the purpose of the Family and Medical Leave Act.
- c) if employee does not furnish medical certification to support a request for leave because of a serious health condition, or a second or third opinion at the EMPLOYER'S expense, and a fitness for duty report before employee returns to work.
- d) if the employee fails to respond to the EMPLOYER'S inquiry as to the reason for the leave requested.

6. Nothing in the above SECTION B shall be interpreted to deny any employee covered by this Agreement the right to any leave provided by other applicable parts of this Agreement, or other applicable statutes and/or regulations.

ARTICLE 11 HEALTH INSURANCE

SECTION A - Medical and Hospitalization

1. a) An employee in the bargaining unit(s) hired prior to June 30, 1992 must work a regularly scheduled work week of 30 hours or more or be paid at least \$12,500 per year on an annual salary basis, in order to be eligible for coverage in

the Health Insurance Program, when such coverage is fully or partially paid for by EMPLOYER.

b) Part-time employees hired subsequent to June 30, 1992 must be scheduled to work 30 or more hours per week or be paid at least \$18,000 (eighteen thousand) dollars per year on an annual salary basis, in order to be eligible for coverage in the Health Insurance Plan, when such coverage is fully or partially paid for by the EMPLOYER.

c) Effective July 1, 1995, part-time employees shall not be eligible for health insurance benefits.

2. a) Any eligible employee, however, shall have the option of enrolling in any other option as provided by law with the EMPLOYER paying the equivalent sum of the costs specified in a) above.

b) Employees otherwise eligible for the Health Insurance Plan shall have the option to receive payment as specified in lieu of said coverage. Payment will be made semiannually on January 1 and June 30 subsequent to the initial withdrawal and semiannually thereafter. Employees who have withdrawn from the plan may elect to re-enroll in accordance with then-current regulations of the State Health Insurance Plan and shall be paid a pro-rata amount for the part of the twelve (12) months when coverage was not provided. Employees agreeing to the option will execute a hold harmless agreement in favor of the Library. Waiver payments: Individual coverage \$1100 per annum; Family coverage \$2450 per annum.

c) Part-time employees ineligible for coverage in the Health Insurance Plan may participate on a voluntary basis by paying the full cost at the Group rate.

d) Effective January 1, 1999 employees electing health insurance coverage shall pay 7% of the premium of the option selected; effective January 1, 2000 8%; effective January 1, 2001 9%; effective January 1, 2002 10%.

It is understood that these increases will be deducted from salaries two months prior.

SECTION B - Disability Insurance

Full-time employees will be covered by New York State Disability insurance.

SECTION C - Paid-up Medical Plan on Retirement

The EMPLOYER will pay the same percentage of the cost for employees hired prior to July 1, 1990 that were in effect before retirement if they have completed a minimum of ten (10) years of active service with the Plainedge Public Library.

The EMPLOYER will pay the same percentage of the cost for employees hired after July 1, 1990 that were in effect before their retirement if they have completed a minimum of twenty (20) years of active service with the Plainedge Public Library.

SECTION D

The EMPLOYER shall have the option to change insurance carriers, providing health insurance benefits do not decrease below the level currently in effect under the Empire Plan and upon previous consultation with the UNION.

SECTION E

In event that the provisions of a national insurance plan require the termination of current health insurance benefits or the equivalent thereof by the Librar the parties agree to meet to negotiate an acceptable alternative in accordance with the terms and conditions of the legislation.

SECTION F - Union Welfare Fund (Dental, Optical & Life)

Individuals desiring to participate in the UNION Welfare fund may do so voluntarily by arranging a payroll deduction. Such deductions shall commence upon completion of an authorization holding the EMPLOYER harmless from any and all Claims or actions regarding the Fund, other than the deduction and transmission of the monies deducted.

SECTION G - Flexible Benefits Plan

Effective January 1, 1996 an IRS 125 plan shall be provided for bargaining unit members.

ARTICLE 12
RETIREMENT BENEFITS

SECTION A

It is agreed that retirement plans provided in accordance with applicable provisions of the New York State Retirement System can't be changed by the EMPLOYER, since changes or improvements in plans are not within the control of the EMPLOYER.

SECTION B

The EMPLOYER agrees to give a five hundred (\$500.00) dollar bonus to each employee who notifies the EMPLOYER six (6) months in advance of their intent to retire, calculated from their estimated last day on the job.

ARTICLE 13
PROMOTIONS

Where a promotion is made on a provisional basis because no appropriate list of eligibles is available from the Nassau County Civil Service Commission, or the EMPLOYER does not wish to exercise the option to select a candidate if less than three eligibles are available after canvass, employees appointed on a provisional basis shall serve only until such time as EMPLOYER may choose to make a probationary appointment of a person reachable from a list of eligibles. At that time, the provisional appointee, if not reachable or appointed as a

probationary shall revert to his/her original title and at a salary for that title which reflects time served on provisional status in the higher grade position.

A promotion shall mean an increase in pay of at least five (5%) percent in pay over the employee's salary in the former position. A promotion shall mean an appointment to a higher position by the Library Board.

ARTICLE 14
SENIORITY

SECTION A - Defined

Seniority shall be defined as employment from the employee's effective date of initial appointment as a probationer if a competitive class appointee, or from the employee's effective date of initial appointment in a part-time capacity if a non-competitive or labor class appointee.

Seniority will be terminated when:

- a) an employee quits or is discharged;
- b) an employee fails to report to work within three (3) days after a leave of absence.

SECTION B - Part-time Credit

Where initial appointment was in a part-time capacity, seniority credit shall be pro rated in proportion to a full-time 35 hour position.

ARTICLE 15
LAYOFFS

SECTION A

1. Layoffs of competitive class employees shall be in accordance with current Nassau County Civil Service Commission rules and regulations.

2. In the event that a layoff of non-competitive employees becomes necessary, probationary employees in the affected classification shall be laid off first. After all such employees have been laid off and further reduction in the work force is necessary, such additional layoffs shall be based on seniority within classification.

3. Labor class appointees shall be laid off on the basis of seniority within job title.

4. If layoffs occur, the EMPLOYER has the right to change scheduled hours outlined in ARTICLE 2, SECTION A, Subdivision 3. Prior to any layoff the UNION shall be advised and consulted.

SECTION B

1. Recall to work for competitive class appointees shall be in accordance with current Nassau County Civil Service Commission rules and regulations.

2. Recall to work for non-competitive class appointees shall be in accordance with current Nassau County Civil Service Commission rules and regulations.

3. Recall to work for labor class appointees shall be on the basis of seniority within job title.

SECTION C

Where an employee resigns, retires, or is on leave, or is laid off for disciplinary reasons, and a replacement is not readily available through normal Civil Service recruitment procedures, or if temporary help is not readily available, it is agreed that the EMPLOYER shall not be barred from contracting with an outside agency or individual as a replacement to perform the duties of the employee. The duration of such employment shall not exceed the period of time necessary for the EMPLOYER to recruit a satisfactory replacement in accordance with Civil Service procedures, provided that this shall not be used to reduce the number of employees employed prior to its use.

ARTICLE 16 PROTECTION OF EMPLOYEES

SECTION A - Discipline

1. Discipline of employees shall be in accordance with the following:

a) Competitive class appointees shall be subject to the provisions of Civil Service Law §75.

b) Non-competitive class appointees shall be subject to the current provisions of Civil Service Law §75(1)(c). Those with less than five years' service shall be entitled to a hearing by the Board of Library Trustees or its designee not previously involved.

c) Labor class appointees shall be entitled to a hearing by the board of Library Trustees or its designee not previously involved.

2. Disciplinary actions will follow the principles of progressive discipline.

SECTION B - Probation

Full time and part-time employees in the competitive class and non-competitive class shall be on probation for a period up to six (6) months of employment and may be discharged without cause during this period.

SECTION C

The EMPLOYER at its cost and expense, shall provide legal counsel to represent the interest of an employee named as a defendant in any litigation arising out of an unprovoked assault on an employee while such employee is

engaged in the business of the EMPLOYER, except in cases involving an altercation between or among fellow employees.

SECTION D

An employee required to attend court, either as a party or as a witness in any litigation involving the EMPLOYER, shall not sustain any salary loss by reason of such absence from his/her regular work.

ARTICLE 17 SUBSTANCE ABUSE AND DEPENDENCY

SECTION A

"Substance abuse" shall mean the repeated use of one or more substances which have been certified by the N.Y. State Commissioner of Health as having the capability of causing physical and/or psychological dependence. For the purposes of this Agreement, alcohol and drugs shall be considered as substance dependent products.

SECTION B

Employees who are found to be substance abusers or who are substance dependent shall agree to submit themselves to counseling and/or therapy in accordance with a program to be jointly developed by EMPLOYER and the UNION. Failure to do so shall be grounds for dismissal for cause, and for which grievance and arbitration procedures shall be waived without recourse to appeal.

ARTICLE 17A SAFETY AND HEALTH

It shall be the duty and responsibility of all personnel to take every reasonable precaution against unnecessary hazards that might render the conditions unsafe for public or staff. Any such hazardous condition shall be reported immediately to the Library Director.

A designated staff room shall be set aside where the employees may eat meals and take rest periods ("breaks") at any time during the work day, every work day. The room will continue to be available for Library Board use.

ARTICLE 18 PERSONNEL FILES

SECTION A

Upon request by the employee, the employee shall be permitted to examine his/her official employment personnel file, but references and evaluations secured in connection with initial employment and/or promotional opportunities shall be removed from the file prior to review by the employee.

SECTION B

There shall be only one official employee personnel file which shall be located in the office of the Library Director.

SECTION C

No material derogatory to an employee, his/her conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to read the material. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

SECTION D

The Library Director shall reproduce for the employee, upon his/her request, specific material in the employee's file, except those items excluded in this Section A of this Article 18.

ARTICLE 19
NON-DISCRIMINATION

SECTION A

The EMPLOYER and the UNION agree that they will not countenance overt or covert discrimination against any Library employee or patron on the basis of race, religion, creed, color, national origin, political affiliation, gender, sexual orientation, marital status, domestic partnership arrangement, age, handicapping condition, or exercise of free speech.

SECTION B: Compliance With Americans with Disabilities Act (ADA)

An accommodation made by the EMPLOYER to an employee in compliance with the provisions of the ADA shall be deemed not to be in conflict with any provision of this contract, nor an improper practice, a breach of prior practice, or a violation of any provision of Civil Service Law S200 et. Seq., and grievance and arbitration procedures in regard to such accommodation or accommodations shall be waived.

ARTICLE 20
USE OF PERSONAL VEHICLES

An employee using his/her personal vehicle for Library purposes shall be compensated at the rate permitted for business mileage deduction by the IRS.

ARTICLE 21
JOB-RELATED TRAINING COURSES
AND ATTENDANCE AT CONFERENCES

At the discretion of the EMPLOYER, employees shall be compensated for job-related training courses approved in advance by the EMPLOYER, provided employees comply with the Board of Trustees' current policy statement, annexed as Appendix A to this Agreement.

ARTICLE 22
UNION ACTIVITIES

SECTION A

1. The UNION agrees that there shall be no UNION activity of any kind on the EMPLOYER'S time, or use of the EMPLOYER'S facilities for UNION purposes without the Employer's permission, except as provided in this Agreement.
2. Union representatives may confer with individual employees from time to time on Library premises. When this occurs, the Union agrees that employees shall clock out, and that such conferences shall be conducted in such manner and in a location where neither the normal services of the Library, nor employee access to the staff room, nor the activities of other employees shall be interrupted.

SECTION B - Use of Library Facilities

1. Permission shall be granted to the UNION for use of the facilities of the EMPLOYER for meetings of the UNION, which must be scheduled in advance and upon reasonable and timely notice to the Library Director. All such meetings conducted on Library premises must be in accordance with the provisions of Education Law §414 and the current Library meeting room policy annexed as Appendix B to this Agreement.
2. When the UNION requests permission to meet on a day or at a time when the Library is not open to the Public and custodians are not scheduled to be on duty, it shall be the obligation of the UNION not only to provide reasonable and timely notice to the Library Director, but to make arrangements and to notify the DIRECTOR at least 24 hours in advance that a qualified person will be on hand to secure the premises upon completion of the meeting. The EMPLOYER will provide the UNION with a list of such qualified persons, who shall not be paid by the EMPLOYER for the time involved. Failure to notify the DIRECTOR of the name of the qualified person in a reasonable time prior to the meeting shall be grounds for summary cancellation of the privilege to the UNION to hold the meeting on that day or time.

SECTION C - Bulletin Boards

1. The UNION may use the EMPLOYER's specified bulletin boards for posting notices that are signed by UNION officials. However, such notices must be approved by the Library Director. The EMPLOYER agrees that such approval shall not unreasonably be withheld.
2. The designated bulletin board for the UNION is located in the Library's work room.

ARTICLE 23
PAYROLL DEDUCTIONS

SECTION A- Union Dues:

The EMPLOYER agrees to deduct from the wages of the employees covered by this Agreement, in conformity and consistent with the laws of the State of New York, such amount as may be authorized in writing by the employee for UNION membership dues and to transmit such dues to the UNION each pay period.

SECTION B- Agency Shop:

The EMPLOYER will provide for an agency shop fee deduction in accordance with the laws of the State of New York provided that:

1. The UNION certifies to the EMPLOYER that it has established a refund plan pursuant to subdivision three of Section 208 of the Civil Service Law; and
2. The UNION indemnifies and holds the EMPLOYER harmless of any lawsuits or causes of action of any kind, including attorney's fees in connection with the making of agency shop fee deductions by the EMPLOYER.

SECTION C: - Check off List

The UNION shall furnish the EMPLOYER with a certification of the amount of the UNION membership dues and a check-off list.

SECTION D: - Credit Union

The EMPLOYER agrees to deduct voluntary payroll contributions to any Federal Credit Union upon receipt of written authorization by the employee.

SECTION E: - 403(b) Savings Plan

The EMPLOYER agrees to deduct voluntary payroll deductions for a salary reduction or 403(b) plan, provided the employee executes a "hold harmless" agreement in favor of the EMPLOYER.

ARTICLE 24
NO STRIKE CLAUSE

The UNION agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the normal work of the EMPLOYER. In the event that UNION members participate in such activities in violation of this provision, the UNION shall upon request notify these members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities shall be subject to any law which controls such conduct.

ARTICLE 25
GRIEVANCE PROCEDURE

SECTION A

A grievance is defined to be any difference which may arise between the EMPLOYER and the UNION, or between the EMPLOYER and an employee covered by this Agreement. Any matter not involving the interpretation, application or violation of any provision of this Agreement shall not be subject to the arbitration clause contained herein.

SECTION B: - Grievances shall be processed as follows:

Step 1. The aggrieved employee, either directly or through the UNION, shall submit his grievance in writing to the department head or to his/her designated assistant within twenty (20) days of the occurrence of the grievance. The latter shall render his/her decision within ten (10) days after the grievance has been presented to him/her.

Step 2. If the grievance has not been settled at Step 1, the grievance shall be referred to the Library Director in writing. The grievance committee shall meet with the Director to discuss the grievance. The Library Director shall render his decision within ten (10) working days after the grievance has been presented to him/her.

A grievance that is mutually agreed to by the parties will be reduced to writing with a copy to the employee and a copy to the UNION.

Step 3. If the grievance has not been settled at Step 2, it may be referred to the Library Board. The UNION representative shall be permitted to meet with the Library Board to discuss the grievance. The Library Board shall render its decision within fifteen (15) working days after the grievance has been presented to it.

Step 4. If the grievance has not been settled at Step 3, it may be referred to mediation/arbitration by either the EMPLOYER or the UNION. Either the EMPLOYER or the UNION shall request PERB to provide a panel of arbitrators from which the UNION and the EMPLOYER shall mutually select a single arbitrator in accordance with the rules of the New York State Public Relations Board (PERB). In the event of no agreement, PERB shall select an arbitrator.

The discipline and/or discharge of a probationary employee during the first six (6) months of employment shall not be subject to the grievance procedure.

SECTION C

Arbitration expenses shall be shared equally by the EMPLOYER and the UNION. The decision of the arbitrator shall be final and binding upon both parties.

SECTION D

The EMPLOYER shall have the right to present and process a grievance. Such a grievance shall be instituted at Step 2.

SECTION E

A non-member of the UNION who is an employee of the unit shall have a right to present and process a grievance. An officer of the UNION shall have the right to be present at any step of the grievance procedure where a non-member's grievance is being discussed.

SECTION F

Any grievance not appealed from a decision in Steps 1 and 2 within seven (7) working days or within fifteen (15) working days of Step 3 shall be considered settled on the basis of the last decision and not subject to further appeal or reconsideration unless such appeal or reconsideration is mutually agreed upon.

SECTION G

Time limits prescribed in the grievance procedure may be extended by mutual agreement of the UNION and the EMPLOYER.

ARTICLE 26 TIME OFF FOR GRIEVANCES

SECTION A

For the purposes of this Agreement, a duly authorized representative of the UNION who is an employee of the EMPLOYER involved in a grievance which is being handled with the EMPLOYER will not suffer a deduction in pay for time spent during regular working hours attending meetings with the EMPLOYER's officials or under grievance procedure.

SECTION B

An employee who is designated or selected for the purpose of advising on grievances or assisting in the administration of this Agreement shall be permitted reasonable compensable time off, free from their regular duties, to fulfill these obligations, which have as their purpose harmonious and cooperative relations between the EMPLOYER and the employees, provided there be no interruption of services, and there shall be reasonable notice to and consent of the Library Director or designated representative.

ARTICLE 27 MANAGEMENT RIGHTS

The administration of the Library, the direction and evaluation of the employees in the unit(s) here involved, including the hiring, promoting and rehiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work shifts and the assignment of employees thereto, as well as the control and regulation of the use of all equipment and property of the EMPLOYER, and the right to sub-contract all of which provided that it does not displace any employee presently employed, shall remain the exclusive function of the EMPLOYER, subject, however, to the

terms and provisions of this Agreement, as well as to any and all applicable Federal, State and/or Library rules, regulations, policies and practices. The EMPLOYER'S neglect or failure to exercise any rights reserved to it, or doing so in a particular way, shall not be deemed a waiver of the EMPLOYER'S rights, nor preclude it from exercising the same in some other way not in direct conflict with the specified provisions of this Agreement.

ARTICLE 28
PROVISIONS OF AGREEMENT

SECTION A

Should any provision of this Agreement or any supplement thereto be held invalid by any Court or tribunal of competent jurisdiction, or if compliance with, or enforcement of, any such provision shall be restrained by any Court or tribunal of competent jurisdiction, all other provisions of this Agreement and any supplement thereto, shall remain in force.

SECTION B

Unless specifically provided for herein, the N.Y. State Civil Service Law and Rules of the Nassau County Civil Service Commission shall govern.

SECTION C

Should this Agreement expire before a successor Agreement is signed, all terms herein contained in this Agreement shall continue until a new Agreement is reached

ARTICLE 29
COMPLIANCE WITH CIVIL SERVICE LAW SEC. 204-a

SECTION A

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

SECTION B

All terms of this contract which require increases in expenditures which exceed the amount last appropriated by voters of Union Free School District 18 for Library purposes, shall be held in abeyance until such increases are approved by the voters.

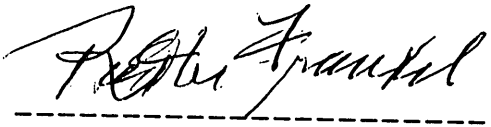
ARTICLE 31
TERMINATION

This Agreement terminates midnight, June 30, 2002.

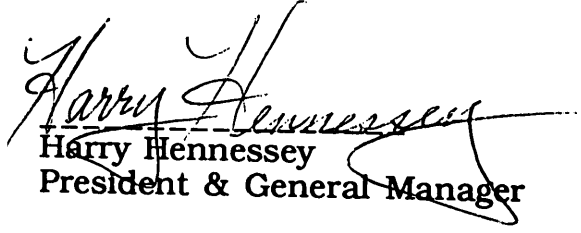
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first mentioned above.

PLAINEDGE PUBLIC LIBRARY
MASSAPEQUA, NEW YORK

LOCAL 342, LONG ISLAND PUBLIC SERVICE
EMPLOYEES, UNITED MARINE DIVISION,
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

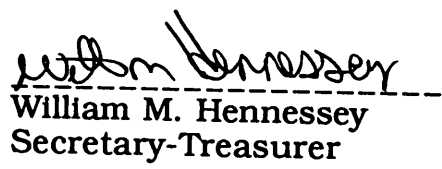


Chairperson, Board of Trustees



Harry Hennessey
President & General Manager

John J. Regan
Negotiator



William M. Hennessey
Secretary-Treasurer

APPENDIX A

PLAINEDGE PUBLIC LIBRARY
MASSAPEQUA, N.Y. 11758

STAFF ATTENDANCE AT CONVENTIONS, MEETINGS, ETC. (Adopted by the Board of Trustees, August 26, 1976; amended February 24, 1983)

Staff attendance at library meetings, conventions, workshops, seminars, etc., with expenses paid by the library is a privilege granted by the Board of Trustees to increase the value of an employee's services to the library, as well as to improve the individual's perspective of the library's functions, broaden one's outlook on library matters, and keep them abreast of the latest developments in the library world. Therefore, within seven working days after attendance at any meeting, convention, workshop, seminar, etc. where expenses have been paid by the library, or where time off with pay not chargeable to vacation or personal leave has been granted, the staff member will be expected to submit a written report to the Library Director. The report shall detail the proceedings of the meeting, convention, workshop, seminar, etc. and shall also indicate how any information obtained could be applied to improve the procedures or services of the Plainedge Public Library, or to institute new procedures or services.

Since the number of staff members who can attend meetings, conventions, workshops or seminars at the Library's expense is subject to budgetary limitations, the criteria for selection will be based not so much upon what will benefit an individual staff member, but upon what will benefit the Library and result in its improved operation. Choice will also be dictated by the necessity of having sufficient staff at the Library at all times, in order to render services to the public.

Expenses for which staff members will be reimbursed upon authorization of attendance at meetings, conventions, etc., are: transportation, meals, registration fees, and lodging. If attendance at a convention, meeting, etc., necessitates a staff member being away from home at usual meal time, reimbursement shall be within reasonable limits for each meal. The Library Director may approve attendance at meetings, conventions, etc., where registration fees are not in excess of \$25.00 and where no overnight accommodations are involved.

Staff members must submit a written statement of all expenses, including receipts, in order to secure reimbursement. Except under unusual circumstances or in those instances where substantial outlays would have to be made in advance, reimbursement will be made after expenses are incurred.

APPENDIX B

PLAINEDGE PUBLIC LIBRARY

Policy for the Use of General Purpose Room

Library-sponsored programs receive first consideration in scheduling of the general purpose room.

The use of the general purpose room is restricted to organizations serving Plainedge, except as hereafter provided. Use of the library's facilities by these community organizations is subject to review by the Board of Trustees. The fact that an organization is permitted to meet at the public library does not in any way constitute an endorsement of its policies or beliefs by the Board or staff, but rather an affirmation of the Library Bill of Rights, which states;

"As an institution of education for democratic living, the library should welcome the use of its meeting rooms for socially useful and cultural activities and discussion of current public questions. Such meeting places should be available on equal terms to all groups in the community regardless of the beliefs and affiliations of their members, provided that the meetings be open to the public."

The library director may grant the privilege of using the general purpose room to community organizations, subject to the following conditions:

1. An application for a permit to use the library's facility must be filed ten (10) days prior to the date on which the meeting is to be held. All applications are subject to the approval of the Board of Trustees and will be confirmed in writing. The person responsible for activities of the group should present its approval to custodian of the building at the time of use. If meeting is cancelled, the library should be notified immediately.
2. The meeting room is available during regular library hours and on Monday through Thursday evenings. It is required by the Board that a library custodian be in charge of the building at all times. Groups must terminate meetings by 10:45 p.m.
3. The meeting room shall be available on a first-come, first-served basis, for public gatherings of a civic, cultural or educational character. The room shall not be used for any commercial purpose.
4. In accordance with Section 414, Paragraph 3 of the Education Law, 21 meetings must be open to the general public on a non-exclusive basis.
5. Organizations using the room may not charge an admission fee or raise funds.
6. Meetings for political or religious purposes will not be scheduled. No meeting may be held on library premises at which the election or defeat of a candidate for public office is advocated.
7. Organizations must provide adequate supervision of their activities. Groups composed of minors must have adequate adult supervision. Minors will not be

admitted to the meeting room before the adult supervisor arrives.

8. Exhibitions of art, crafts and other displays which will in no way interfere with the normal use of the room for program purposes are permissible if such exhibits conform to the library's display policy. Such exhibitions will be open only during regular library hours, unless special permission is obtained from the Board of Trustees.

9. The serving of food or refreshments in the meeting room is not permitted without express permission of the board. Such permission, if granted, must be confirmed, in writing, at the time the application is approved.

10. Arrangements requiring janitorial assistance or rearrangement of furniture and facilities must be made at time application is filed.

11. Damage to library property may result in cancellation of the privilege of using the meeting room. Heating or air-conditioning controls or other library equipment should not be tampered with. For assistance contact custodian in charge.

12. The organization or group agrees that it will pay for all damage to any property of the Plainedge Public Library resulting directly or indirectly from the conduct of any member, officer, employee or agent of the organization or group or any of its invites and that it will save harmless and indemnify the Plainedge Public Library from any and against any and all liability which may be imposed upon it for any injury to persons or property caused by the organization or anyone in connection with the program.

13. The Plainedge Public Library assumes no responsibility whatever for any property placed in the library in connection with a program and the organization agrees that the Plainedge Public Library is expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained during or by reason of a program held in the library's meeting room.

14. Neither the name or the address of the Plainedge Public Library may be used as the official address or headquarters of any organization nor may the Plainedge Public Library be used for purposes other than to identify the location of the program. Any unwarranted implication that a program is sponsored or endorsed by the Plainedge Public Library will constitute sufficient grounds for immediate cancellation of an organization's meeting room privilege.

15. All national and state laws, local ordinances, and rules of the Police and Fire Departments regarding public assemblies must be strictly obeyed.

16. The Library Board or its representatives shall at all times have free access to the premises.

17. Violation of the above rules by members of the group may result in cancellation of meeting room privileges.

Approved 5/20/71

APPENDIX C

PLAINEDGE PUBLIC LIBRARY

Retirement Incentive

WHEREAS, it is in the interest of the Plainedge Public Library to provide an incentive retirement program for eligible employees aged 55 who have a minimum of 20 years full-time equivalent service in the employ of the Library; and

WHEREAS, for these qualifying staff members who agree to retire from active service not later than June 30, 1998 by executing an irrevocable agreement to that effect not later than April 15, 1998, the Library will;

1) provide an incentive of \$1,000 for each year of full-time equivalent service in the employ of the Plainedge Library in lieu of any payment for accrued vacation, sick, holiday or personal leave time, and in lieu of any payment stipulated under Article 12, Section B of the existing Collective Bargaining Agreement expiring June 30, 1998; and

2) waive any payment by the employee of the existing 5% of the health insurance premium, thereby assuming the full payment of such premium for the retirees for life (specifically family coverage for Marcia Lehrman and individual coverage for Clara Pazar), and;

WHEREAS, the Board of Library Trustees of the Plainedge Public Library and Local 342, Long Island Public Service Employees are currently in negotiations for the renewal of the aforementioned Collective Bargaining Agreement; and

WHEREAS, both parties concur that the best interests of employees will be served by making this retirement incentive available even though negotiations have not yet been concluded,

THEREFOR, for those qualifying staff members who agree to the foregoing conditions, upon receipt of any aforementioned irrevocable agreement to retire, the Board of Library Trustees of the Plainedge Public Library and Local 342, Long Island Public Service Employees, the bargaining agent, will memorialize the conditions under which such retirement incentive is granted in a Memorandum of Agreement countersigned by representatives of both parties and,

FURTHER, such Memorandum of Agreement shall be incorporated in and be a part of any new Collective Bargaining Agreement which may be concluded, or as an Amendment to the existing Collective Bargaining Agreement, when concluded in accordance with the provisions of the Taylor Law, and which shall constitute irrefutable and irrevocable evidence of the conditions of this retirement incentive.