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COLLECTIVE BARGAINING AGREEMENT

By and Between

North Bellmore Public Library

and the

**North Bellmore Public Library
Staff Association**

July 1, 2000 - June 30, 2004

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT, made this 21st day of November 2002 between the BOARD OF TRUSTEES OF THE NORTH BELLMORE PUBLIC LIBRARY, a Library duly chartered pursuant to the Education Law of the State of New York, having its principal place of business at 1551 Newbridge Road, North Bellmore, New York 11710, hereinafter referred to as the "Employer," and the NORTH BELLMORE PUBLIC LIBRARY STAFF ASSOCIATION, 1551 Newbridge Road, North Bellmore, New York 11710, hereinafter referred to as "Association".

ARTICLE I RECOGNITION

- Section 1- The Employer recognizes the North Bellmore Public Library Staff Association (hereinafter "Association"), as the exclusive representative for all full-time employees and part-time Librarian employees having completed a minimum of six (6) months continuous service, for purposes of collective bargaining with respect to pay and other conditions of employment, except for the positions of Director, Assistant Director, Business Manager, Secretaries and/or Administrative Assistants assigned to the Director and Assistant Director, and Security Guards, Pages, and those in positions classified as administrative or confidential, substitute, seasonal, or temporary.
- Section 2- The Association is entitled to exclusive recognition pursuant to the Rules and Regulations of the State of New York Public Employment Relations Board, and the Association shall be entitled to unchallenged representation until June 30, 2004 and thereafter, unless another employee organization is certified to represent the employees under the procedures of the Public Employees Fair Employment Act or such other statute as may be applicable.
- Section 3- 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 APPROVAL

ARTICLE II EDUCATION LAW SECTION 913

Employer may require an examination, at Board cost, of an employee on sick leave or disability, or of an employee who the Board has reason to suspect may be unfit or incapable of performing his/her job duties by a Library designated physician, in order to determine the physical and/or psychological capacity of such person to perform his/her duties. An employee directed to undertake such an

examination shall have the right to be accompanied by his own physician or other person he/she desires.

For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to Employer directed examinations of employees; which provisions and the judicial interpretation thereof shall govern.

ARTICLE III GRIEVANCE PROCEDURES

Section 1- Definitions

1. Working Days
Defined as Monday - Friday, for purposes of this Article only.

2. Grievance
Any claimed violation of this Agreement. The term "grievance" shall not include any matter involving a member's retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. A grievance shall be deemed waived unless presented in full within thirty (30) days after the event on which the grievance is based, is known, or should have been known by the Grievant, or in the event the Grievant fails to proceed to the next ensuing stage of the Grievance procedures within a prescribed time period following a Supervisor's, Director's or Board's determination. Library's Personnel Policy Grievance provisions are deemed superceded by the provisions of this Article.

3. Grievant
Any employee covered by this Agreement who registers a claimed violation or misinterpretation of the provisions of this Agreement.

4. Representative
Shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf. A Grievant may have a member representative from the Association present during any or all stages of a grievance proceeding; however, the employee retains the right to determine whether such representative shall be present at any point in the proceedings.

5. Civil Service Law Provision
A Staff Association representative may be present at an employees request at employer/employee conferences where employee's conduct and/or job

performance may possibly constitute misconduct or incompetence for purposes of Section 75 Civil Service Law.

Section 2- Procedures

1. Informal Stage

The Grievant or his/her representative shall orally present grievances to the immediate Supervisor who will discuss the grievance with the Grievant or his/her representative, except that the presentation of the grievance shall not interfere with the normal operation of the Library. The immediate Supervisor shall make a decision within five (5) working days after the grievance has been presented. If the grievance is not satisfactorily resolved at this stage, the Grievant or his/her representative may proceed to the Formal Stage.

2. Formal Stage

a) Within five (5) working days after the decision of the immediate Supervisor, the Grievant or the Association may make a written request to the Director for the formal review including a factual description of the alleged grievance. The Director shall immediately notify the Grievant and any other employee and Supervisor previously involved in the case to submit written statements within five (5) working days presenting the facts of the case.

b) A request for an informal hearing may be included in the written statement. The Director shall arrange for this informal hearing to be held within five (5) working days. All parties concerned shall attend and present oral and written statements supporting their positions in the case.

c) The Director shall make a decision in writing within five (5) working days after the written statements are submitted (2-A), or within five (5) working days after the completion of the informal hearing (2-B), whichever is later.

3. Board Stage

a) Within seven (7) working days of the preceding decision (2)(c) the Grievant or his/her representative may make a written request to the Board of Trustees for review.

b) The Board, or its designee, shall, within ten (10) working days of receiving the request (3)(a), schedule a hearing to be held within ten (10) working days. All concerned parties shall be notified as soon as the date is set. All may present verbal and written statements.

c) The Board shall make a final decision in writing within ten (10) working days of the hearing.

4. Advisory Arbitration

Within ten (10) working days of the preceding decision of the Board of Trustees, the Grievant or his/her representative may make a written request to the Board of Trustees for Advisory Arbitration, to be conducted by an Arbitrator selected by mutual assent of the Board of Trustees and Union from the list annexed as "Schedule A", and failing such mutual assent, by designation of the first such Arbitrator so listed able to conduct such Arbitration. The Arbitrator shall adhere to rules of evidence and substantive law as do the courts of the State of New York in the conduct of the Hearing and in rendering his/her Advisory Opinion. The expense of Arbitration shall be shared equally by the parties and the Arbitrator shall have authority to state an opinion and a remedy which shall be advisory on the parties. The Board of Trustees will thereafter modify or confirm its previous decision.

ARTICLE IV MANAGEMENT RIGHTS

Except as is otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and back ground, supervise, evaluate and direct the working force; to discipline, place on close supervision, suspend or discharge for cause; to withhold salary increases in whole or in part based upon less than satisfactory job performance (following an evaluation indicating an employee's less than satisfactory performance of duties); to transfer or lay off employees for lack of work; to determine the kind, character and class of work, and days and hours of operation; to take on work and acquire materials from any sources obtainable; to transfer employees to a position of the same title; and to determine the manner, location and place of work; scheduling and approval of leave; to establish standards of performance; to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law.

ARTICLE V SALARY AND COMPENSATION

Section 1- Phase-out of Salary Step Schedule

Phase-out of a Salary Step Schedule categories as employees hired pre-July 1, 2000 conclude Step "7", and elimination of Salary Step Schedule effective June 30, 2004.

Section 2- Annual Salary Increases

The salaries of employees with more than one year of continuous employment as of July 1, 2000, shall be increased as follows:

- On Step Employees receive:

Years 1 & 2: Step plus 2-1/4%

Years 3 & 4: Step plus 2-3/4%

- * Salary Steps expire June 30, 2004

- For Employees hired post-July 1, 2000 and Employees beyond Step "7" Annual Salary Increases for the initial 4 year term:

Year 1: 3-1/2%

Year 2: 3-1/2%

Year 3: 3-1/2%

Year 4: 3-1-2%

- * A full-time librarian hired in February 2002 will receive annual Step Salary Increases.

Section 3- Starting Salaries

Library may establish Starting Salaries beyond Base Starting Salaries based upon prior experience.

Section 4- Salary Ranges

Library will establish Salary Ranges (Minimum & Maximum Salaries) for each title. Maximum Salaries effective June 30, 2004:

Librarian II \$71,000

Librarian I \$56,500

Prin. Clerk \$47,000

Clerk \$38,000

Section 5- General Management

Library may withholding Annual Salary Increases based upon less than satisfactory performance as noted in General Managements rights provision (Article "IV").

Section 6- Promotions

Promotions are to be off-Step with minimum Salary Increases for full-time employees:

Librarians: \$1,200
 Clericals: \$ 900

- * Employees on Step as of the effective date of promotion are deemed off-Step and will receive annual salary increases as prescribed for post-July 1, 2000 hired employees.

Section 7- Sunday Compensation

Sunday work shall be compensated at the following rates:

Librarians: \$175 - years 1-2
 \$185 - years 3-4

Clericals: \$ 90 - years 1-2
 \$100 - years 3-4

Section 8- Longevity

Longevity payments are to be paid upon completion of continuous years of service as set forth hereinafter, and which payments shall be added to base salary for purposes of calculating annual salary increases:

Longevity payments to be paid for completion of ten (10) years of service:

Librarians Full-time - \$1,000
 Clerical Full-time - \$ 750

Longevity payments to be paid for completion of twenty (20) years of service:

Librarians Full-time - \$1,000
 Clerical Full-time - \$ 750

Longevity payments to be paid for completion of twenty-five (25) years of service:

Librarians Full-time - \$1,000
 Clerical Full-time - \$ 750

ARTICLE VI HOURS OF WORK

The normal workweek for full-time employees shall be thirty-five (35) hours per week. Part-time employees shall be considered 17.5 or less hours. Overtime shall be paid after 80 hours of work per pay period.

Granting compensatory time, at straight pay rate, between 70 and 80 hours per pay period, with Supervisors prior approval as to overtime.

Employer reserves the right to assign and schedule employees to such hours and days as in its discretion is necessary to provide a proper balance and mix of experience, classifications and skills among employees during all days and hours of Library operations. If there are insufficient volunteers for Sundays and Holidays, the Director shall assign employees so as to maintain proper mix of different positions and experience.

Full-time Employees called back to work after they have completed their regularly scheduled hours of work shall be scheduled for a minimum of three (3) hours work at the rate of time and one half pay, or will receive compensation for three hours work at straight time rates if required to work less than three hours.

Full time Employees asked to report earlier to work than their regularly scheduled hours will be allowed to work a split shift; and if requested to continue to work beyond their usually assigned number of daily hours by more than three hours, will be provided time and one-half rate of pay for such additional hours of work, as well as an uncompensated dinner break period.

Employees shall have the option to receive pay or compensatory time on all Library trips extending beyond the employee's regularly scheduled hours.

Should the Library close by reason of weather conditions such as snow, hurricane or other days considered emergencies, all employees scheduled to work shall be paid their normal wages for that day.

ARTICLE VII SENIORITY

Seniority shall be defined as length of continuous service in title, based on the original date of permanent appointment of any employee covered by this Agreement in accordance with the procedures established under the Civil Service Law and Rules for purposes of layoff and recall.

**ARTICLE VIII
HEALTH INSURANCE**

Library shall contribute towards health insurance premiums on behalf of eligible active employees in the Library's designated health insurance plan, as follows:

Effective July 1, 2001:

100% of Individual coverage premium costs and 75% of Family coverage premium costs.

Effective November 1, 2002:

95% of Individual coverage premium costs and 75% of Family coverage premium costs

Effective July 1, 2003:

90% of Individual coverage premium costs and 75% of Family coverage premium costs

Library has the right to designate a health insurance carrier, following consultation with Staff Association, provided the successor health plan affords substantially equal or better benefits than the then does the current health plan.

Library's payment of health insurance benefits for retirees is subject to Board discretion, and is subject to Board policy prescribing minimum eligibility requirements, including minimum numbers of years of required employment and the requirement that only those persons retiring from active employment with the Library into the NYS Employee Retirement System are eligible for health insurance in retirement.

Option To Decline Health Insurance Benefit:

Eligible employees covered under the Employer's health insurance plan may waive inclusion in the Health Plan each year, in accordance with the procedures established by Employer, provided the Health Insurance Plan permits such waiver. A stipend of One Thousand-Five Hundred (\$1,500.00) Dollars shall be paid to the employee who has voluntarily waived all coverage in the Health Plan in accordance with Library policy and procedures, payable at the conclusion of the one (1) year period of such waiver.

**ARTICLE IX
PERSONNEL POLICIES**

The Board of Trustees shall not reduce the benefits provided to employees with regard to sick leave, annual leave, personal leave and holidays set forth in its personnel policy during the term of this Agreement.

**ARTICLE X
LABOR MANAGEMENT RELATIONS**

Section 1- As the need arises the Association may meet for purposes of discussing Association business in any available, appropriate room in the Library during non-working hours, upon reasonable advance notice and during reasonable hours, no more than once monthly. An Association representative must make an application for the use of the room.

Association's use of Library meeting rooms will be permitted if not in conflict with the Board's and the public's use of the meeting room.

Section 2- Bulletin Board
The Association shall be granted the right to use a single bulletin board in the staff break room, for the use of Association communications to unit members. Nothing posted on such board shall be derogatory toward the Library, its employees, or its Trustees and all such postings shall be limited to legitimate Union business.

Section 3- An Association representative may have reasonable access to discuss a particular labor problem with a staff member during the work day during an employee's break period if circumstances are such that discussions of the particular labor problem cannot reasonably be delayed until after work hours; however, such access shall be limited and not interfere with the normal operation of the Library.

Section 4- Time Off for Grievances
If a Grievance proceeding is conducted during working hours, a designated representative of the Association shall be permitted to attend any Grievance proceeding during working hours.

Section 5- The Employer will, once each year, furnish each bargaining unit employee with a statement of the employee's benefits status including sick days, vacation days and salary.

Section 6- The Employer agrees to provide one (1) copy of this Agreement for each bargaining unit employee.

ARTICLE XI DUES DEDUCTIONS

- Section 1- For the term of this Agreement, the BOARD shall deduct membership dues and premiums from the salaries of bargaining unit employees having voluntarily and individually executed authorizations for deduction of such membership dues from payroll. An employee may revoke a dues deduction authorization by submitting a written notice of revocation to the Board at least ten (10) days prior to the last payroll for which the revocation is to become effective. Dues shall be payable to the Staff Association; however, such dues may be assigned by Staff Association to its agent, United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779.
- Section 2- The BOARD may deduct an agency shop fee from the salary of any employee in the bargaining unit who is not as member of the Staff Association, for so long as required under the laws of the State of New York, and such agency shop fees will be payable to the Staff Association; however, such fees may be assigned by Staff Association to its agent, United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779.

ARTICLE XII DENTAL INSURANCE

All full-time employees shall be covered by the North Bellmore Public Library dental plan at an annual cost to Library for individual Employee benefits. Employees selecting family coverage shall pay the premium difference between the family and individual coverage. In the event Individual coverage annual premiums exceed \$500, the BOARD may designate a successor dental insurance carrier with premiums less than \$500, provided the dental benefits are substantially similar to the benefits existing in the dental plan in effect as of January 1, 2002, and further provided that non-Association member employees of the Library are entitled to participate in such dental plan on an equal basis with Association member employees.

ARTICLE XIII LIFE INSURANCE

Upon permanent appointment, the Library will pay one-half (½) the cost of insurance for coverage of the annual salary.

**ARTICLE XIV
BEREAVEMENT**

Each full-time employee shall be granted a maximum of five (5) days which cannot be accumulated, upon the ~~date~~^{death} of the employees parents, grandparents, spouse, child, brother, sister, sister-in-law, brother-in-law, mother-in-law or father-in-law.

Each part-time employee shall be granted paid funeral leave commensurate with the number of hours an employee is scheduled to work in a normal work week. This time off is given upon the death of an employees parents, grandparents, spouse, child, brother, sister, sister-in-law, brother-in-law, mother-in-law or father-in-law.

**ARTICLE XV
NO DISCRIMINATION**

The Employer and the Association agree not to discriminate in any way against any Employee because of race, religion, creed, color, national origin, political affiliation, sex, age, or membership in the bargaining unit.

**ARTICLE XVI
NO STRIKE CLAUSE**

Section 1- Employer and the Association recognize that strikes and other forms of work stoppage by public Employees are contrary to law and public policy. Both parties subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the duties necessary to the normal operation of the Library. The Association therefore agrees that it will not authorize, cause, condone or permit its members to cause any strike or stoppage, or other interference with Library operations, nor will any member of the Association take part in a strike, stoppage or other interference with Library operations.

Section 2- Both parties shall comply in all respects with the Taylor Law. Violation of this provision shall subject the parties and individuals to the penalties provided by law.

**ARTICLE XVII
DOCTRINE OF SEVERABILITY**

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

**ARTICLE XVIII
DURATION OF AGREEMENT**

This Agreement shall govern the relationship of the parties between July 1, 2000 and June 30, 2004.

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

NORTH BELLMORE PUBLIC LIBRARY

By: Lillian Broad

**NORTH BELLMORE PUBLIC LIBRARY
STAFF ASSOCIATION**

By: Marian Kowalewski

Christine Skubias

Loree Lewaty

Phyllis Wayne

Ronald Cleary

**United Public Service Employees
Union Negotiator, Ronald Cleary**