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Title: **Glen Cove Public Library and Steel, Metals, Alloys and Hardware Fabricators and Warehousemen, International Brotherhood of Teamsters (IBT), Local 810 (2008)**

Employer Name: **Glen Cove Public Library**

Union: **Steel, Metals, Alloys and Hardware Fabricators and Warehousemen, International Brotherhood of Teamsters (IBT)**

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GEN 8472

LOCAL 810, I.B.T.

AGREEMENT WITH

THE GLEN COVE PUBLIC LIBRARY

January 1, 2008 - December 31, 2012

RECEIVED

JUL 17 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Louis Smith, President
Local 810, I.B.T.
10 East 15th Street
New York, New York 10003

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GLEN COVE PUBLIC LIBRARY

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GLEN COVE PUBLIC LIBRARY

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ARTICLE I

RECOGNITION

The Public Library of the City of Glen Cove, Glen Cove Avenue, Glen Cove, New York 11542 (hereinafter the "LIBRARY") recognizes **LOCAL 810, STEEL, METALS, ALLOYS AND HARDWARE FABRICATORS AND WAREHOUSEMEN**, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 10 East 15th Street, New York, New York 10003 (hereinafter the "UNION") as the bargaining agent for all full time professional, clerical and custodial personnel, except the Library Director.

ARTICLE II

MANAGEMENT RIGHTS

Pursuant to law, and except as expressly limited by this agreement, the Library Board reserves the right to determine the standards of service to be offered; to set the standards of selection for employment; to direct its employees; to create, alter, abolish and otherwise regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of operations; to determine the methods, means and personnel by which operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission; and to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE III

RIGHTS OF THE UNION

Permission shall be granted for the use of Library facilities for Union meetings which are scheduled in advance, subject to such rules and regulations as may be promulgated by the Library Director.

A Union representative may call a meeting of the Union members provided it does not interfere with work schedules. Assignments will be made for the time and place of the meetings through the Library Director.

Payroll Deductions - (Dues): Upon presentation of an authorization, in writing and signed by an employee, and in a form as attached herein, the Employer agrees to deduct from the wages of such employee on the first pay day of the month, monthly dues and initiation fees prescribed by the Union and to forward the full amount of such deductions to the Union by the fifteenth day of each month.

Agency Shop Fee: The Union shall have the following security:

(a) Every employee who is a member of the Union upon the execution of this agreement shall remain a member in good standing of the Union for the term of this agreement or pay the Union service fee as hereinafter set forth.

(b) Every employee hired during the term of this agreement shall, no later than the first pay day immediately following the thirtieth (30th) day after the date of such hiring, either (1) become a member of the Union and remain a member in good standing of the Union for the term of this agreement, or (2) pay the Union service fee hereinafter set forth.

(c) The Union service fee referred to herein is a fee equal to the dues of the Union to be paid to the Union by employees who do not choose to become members of the Union. Such amount shall be deducted from the employee's paycheck and forwarded to the Union.

The Union assumes full responsibility for the disposition of the funds deducted by the Library from its employees for the Union after such funds are forwarded to the Union.

Union Notices: At least one bulletin board shall be reserved at an accessible place in the Library for the exclusive use of the Union for the purpose of posting material dealing with Union business.

ARTICLE IV

VACATION

Vacation allowances as follows:

(a) Fourteen (14) days after one year of service; one (1) additional day per year of completed service up to a combined total of twenty-one (21) days.

(b) Personnel in the service of the Library in excess of fifteen (15) years shall be entitled to receive vacation in the amount of five (5) calendar weeks.

(c) An employee may accumulate a maximum of fifty (50) vacation days.

Although employees are ordinarily expected to schedule their vacation in no more than two "blocks", the Library shall permit the use of individual vacation days in particular instances where the administrative needs of the department permit.

Monies due for vacation will be paid prior to an employee leaving on vacation; one month notice in advance shall be required except in cases of extreme emergency.

Each calendar year employees shall, in writing, submit vacation requests to the Director, by January 2 of that year, except in emergency situations. Vacation schedules shall be created by the Director with seniority duly considered. All requests, including those requested under emergency situations, shall be subject to approval by the Director.

ARTICLE V

MISCELLANEOUS BENEFITS

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards; such situations shall be reported to the immediate supervisor who shall in turn report this condition to the proper authority.

Subject to the administrative needs of the Library, all full-time staff members are entitled to two (2) fifteen-minute coffee breaks per day; one in the morning and one in the afternoon.

ARTICLE VI

SICK TIME

Sick leave allowance shall be accumulated at the rate of thirteen (13) days per year to be accumulated to two hundred (200) days.

(a) Unused sick time will be paid upon retirement only:

1) One hundred (100%) percent of unused sick time will be paid to those who retire from the Library's employ in 1985 or thereafter who have completed ten (10) years of service. Seventy-five (75%) percent will be paid to those employees with less than ten (10) years of service.

2) The payment of accumulated sick time will be made to retiring employees, utilizing one of the following options:

"The employee shall have the option upon retirement of payment for unused sick leave as follows: (i) Using all 100 percent of accumulated days into retirement or (ii) receiving a lump sum payment of fifty (50%) percent of accumulated time."

Sick time will be based on the employee's last ten (10) years pay immediately prior to the time of retirement, using an average daily rate. The employee retiring shall notify the Library of his/her intention to retire six (6) months prior to his/her retirement, in order to obtain this benefit. Such notice may be waived under extenuating circumstances.

(b) Notwithstanding paragraph (a), employees with at least 25 accumulated but unused Sick Leave days shall have the option of trading in up to 10 Sick Leave days per calendar year (at severance or by December 31) as long as 25 days remain after trading in. Payment for

such days traded in shall be at the rate of fifty (50%) percent.

Employees who fall ill while on vacation may, with the Director's approval, use their sick time for the remainder of the illness, provided immediate notice is given and a doctor's certificate is presented.

Once an employee is absent for more than three (3) consecutive working days, because of personal illness, the Director may require that the employee submit a doctor's certificate explaining the nature of the illness upon return to duty. Violation of this section may be considered unauthorized absence, and as such, a basis for dismissal.

ARTICLE VII

HEALTH AND DENTAL INSURANCE PROVISION

The Library is under contract with a private insurance carrier for health benefits. The Library shall pay the full cost of the premium for enrollment by an employee in either the individual or family plan in the plan. The Library's obligation to "pay the full cost" shall only include the current cost and any cost increases which take effect prior to December 31, 2012. Commencing January 1, 2008, in those years where the cost of the premium for health insurance increases greater than 10% of the prior year, the employee shall pay that amount of the premium increase above 10% of the previous years.

For employees hired on or after January 1, 2008, they shall contribute 12% of the cost of the actual premium for both health insurance and dental insurance.

An employee may choose not to participate in the health insurance program. In the event that an employee makes this choice, he/she shall provide documentation to the Library demonstrating that he/she is covered by another health insurance program. Upon receipt of such adequate documentation, the employee may opt out and buy back 25% of the premium paid by the Library for such health insurance coverage. The funds associated with this buy back provision shall be remitted to the employee in two payments, the 1st of May each year and the second on November 1st of each year. These payments shall be subject to all applicable taxes. An employee who has opted out of the Library health insurance program, may apply to participate in the program should they meet the criteria for a qualifying event as defined by the Library health insurance program.

The Library is under contract with a private insurance carrier for dental benefits. The Library shall pay the full cost of premium of the employee for enrollment in either an individual or family plan. The Library's obligation to "pay the full cost" shall include only the current cost, plus any cost increases which take effect prior to December 31, 2012.

The Library has the right to select a different health and/or dental insurance provider so long as the benefits remain comparable. The Library shall discuss such proposed changes with Local 810, however, the decision to make such change shall remain solely with the Library.

The benefits set forth above shall also be extended to any employee and spouse who retire on or after January 1, 2008.

ARTICLE VIII

SENIORITY

Seniority will be based on the original date of employment with the Library for all employees, unless otherwise required by law.

An employee who has a break in service of not more than one year, except as otherwise provided by law, shall be deemed to have an initial employment date as of the original date of employment.

In the event layoffs become necessary, employees shall be laid off pursuant to Civil Service Law.

ARTICLE IX

MISCELLANEOUS LEAVE

Court Appearance - Absence by reason of required court appearance in any action involving the Library will be approved for the number of days necessary without loss of salary or use of leave time.

Religious Holidays - The Library routinely approves absences for religious holidays. Personal leave days will be used.

Personal Leave - Each employee shall be entitled to five (5) personal days leave annually. For employees hired after December 31, 1990, such personal days shall accrue at the rate of one (1) day for each two (2) months of employment to a maximum of five (5) days per annum for the first calendar year only. Any employee desiring to take personal leave time must give five (5) days notice to the Library of his/her intention to do so, except in the case of emergency. No reason shall be required of the employee for his/her request for personal leave. However, the granting of the request shall be subject to the Director's approval, which approval shall not be unreasonably withheld. Personal leave may not be used to extend vacations. Any personal leave time not used in the year in which earned may be used during the following year, after which those days not so used shall be forfeited.

Bereavement Leave:

- (a) If a death occurs in an employee's immediate family, the employee may be absent for the time period of three (3) working days, which is not to be charged against him/her in any way. Additional bereavement time may be charged against personal or sick leave, at the employee's option.
- (b) "Immediate family" in this section shall mean husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, mother, father, sister, brother, mother-in-law, father-in-law,

sister-in-law, brother-in-law or grandparent.

Jury Duty - Time spent on jury duty shall not be chargeable against the employee in any way provided that he/she submit his/her notice of jury duty to his/her immediate supervisor. Monies received for jury duty will be retained by the employee, although they will continue to be paid for time served.

An employee shall not be charged in any way for time spent in undergoing a Selective Service examination.

The following days are holidays for employees, and employees shall receive their regular week's pay even though the Library is closed on such days:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Columbus Day
8. Election Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day

Further, if any of the twelve listed holidays falls on a Saturday, when the Library is closed, the employee shall be given the preceding Friday; if any of the listed holidays fall on a Sunday, the employee shall be given the successive Monday as a holiday.

The library shall be open on Lincoln's Birthday and all employees shall report to work. In lieu of this day employees shall be entitled to take a floating holiday within a 180 day period after this day.

If an employee is required to attend Worker's Compensation hearings as a result of injuries incurred on the job in the Library's employ, these days will not be chargeable to personal leave.

If a snow emergency occurs and the Library is open, each absent employee shall have the day charged against his/her personal leave. If the employee had no personal, sick or vacation leave accumulated, he/she can borrow the day on his/her future personal, sick or vacation time. With the approval of the Library Board, and when adverse conditions exist due to inclement weather or mechanical failure that make working conditions untenable, the Library shall shut down until necessary repairs or conditions are rectified without loss of pay.

If an employee is required to appear before any Federal, State, County or City Agency and he/she is personally involved, the employee may use personal days.

Employees who are designated or elected for the purpose of advising on grievances or assisting in the administration of this contract shall be permitted a reasonable time off from regular duties to fulfill these obligations. A maximum of three days may be utilized by Union official in any calendar year for statewide conventions or special meetings without loss of pay. Two weeks notice shall be provided to the Library Director.

ARTICLE X

SHOP STEWARD

The Employer recognizes the right of the Union to designate Shop Stewards and Committee members, not to exceed three (3) in number, whose authority shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and committee members and shall not hold the Union liable for any unauthorized acts.

Stewards and committee members shall be permitted reasonable time off to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

A maximum of three days may be utilized by Shop Stewards and/or committee members in any calendar year for conventions or special meetings without a loss of pay. Two (2) weeks written notice shall be provided to the Library Director.

ARTICLE XI

WAGES

1. The parties agree upon the "Step Plans", annexed as Exhibit "A", for salaries of existing positions. Said "Step Plans" reflect the negotiated Cost Of Living Adjustment (COLA), and applicable pay raises as follows:

1/1/2008 - 12/31/2008	-	3% increase
1/1/2009 - 12/31/2009	-	3% increase
1/1/2010 - 12/31/2010	-	3% increase
1/1/2011 - 12/31/2011	-	3% increase
1/1/2012 - 12/31/2012	-	3% increase

These increases will be added to all starting salaries, step increases and minimum rates of pay.

2. Effective January 1, 2008, for the purpose of calculating base salaries commencing January 1, 2008, each employee not already at the top step as of December 31, 2007, shall be advanced one step on the pay plan.
3. Effective January 1, 2009, each employee not already at top step shall be advanced one step on the pay plan.
4. Effective January 1, 2010, each employee not already at top step shall be advanced one step on the pay plan.
5. Effective January 1, 2011, each employee not already at top step shall be advanced one step on the pay plan.
6. Effective January 1, 2012, each employee not already at top step shall be advanced one step on the pay plan.
7. Thereafter, commencing at contract expiration (12/31/2012), each eligible employee not at top step shall advance one step on each next successive January 1.
8. Upon approval of the Glen Cove Public Library Board of Trustees, the Library, by its Executive Director, shall have the right to hire an employee at any step, or move any employee to any higher step in the step plan, based on an assessment of said employee, including, but not limited to, a review of the employee's prior experience, education and training. However, the Library may not exercise said right in an arbitrary and capricious manner.
9. In the event that the Glen Cove Board of Trustees, by resolution, promotes an employee to

a higher position, the employee's salary shall be the first step of the pay plan in the new position, which is higher than the employees previous base salary. Notwithstanding same, the parties must comply with the rules and regulations of the state and local Civil Service Commission.

10. The Library will increase the number of steps in the salary schedule from twenty-five (25) to thirty (30), (i.e., Step 26, 27, 28, 29, 30).

ARTICLE XII

PROMOTION OPPORTUNITIES PUBLISHED

Consistent with Civil Service Law and procedures, all openings for promotional positions having salary differentials shall be published in advance on available bulletin boards and all personnel shall be given five days to make application for such position. A promotion from one title to another shall result in a minimum \$300.00 per annum raise. This shall not preclude a higher raise.

ARTICLE XIII

HOURS OF WORK

At present, the hours of work for Library employees are based upon a Monday-Saturday work week. In individual cases, particular hours of employment may be varied; however, employees routinely work four day shifts and one night shift each week, and alternating Saturday shifts, for a total of 35 hours per week.

All employees shall be ready to serve the public at 9:00 a.m. with all equipment and services operational and set up for such service prior to 9:00 a.m.

OVERTIME: Employees shall be credited with Compensatory Time at the rate of time and one-half for all hours worked beyond a normal work week, excluding Sundays. Employees required to work on a Sunday shall be paid in cash at the rate of double-time.

ARTICLE XIV

PERSONNEL FILES

Upon the employee's request, he/she shall be permitted to examine his/her official employment personnel file.

The Library shall reproduce, for the employee, any material in the file, if so requested by him/her.

No material derogatory to an employee, his/her conduct, his/her service, his/her character or his/her personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall affix his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and it does not indicate agreement with its content.

The employee shall have the right to answer any material filed; his/her answer shall be attached to the file copy.

ARTICLE XV

PROTECTION OF EMPLOYEES

All employees who are appointed from a Civil Service list are afforded the protection of applicable Civil Service Law.

All employees in non-competitive class, after one (1) year of service, shall be afforded the protection of applicable Civil Service Law.

Legal Counsel - the Library agrees to provide legal counsel to defend any employee in any action arising out of an assault of an employee on Library business.

Compensation for Lost Time - If an assault of an employee on Library business results in loss of time, the employee shall be paid in full and such absence shall not be deducted from any sick leave to which such employee is entitled under contract. Any Worker's Compensation benefits above and beyond that which the Library has paid to the employee during this period shall remain the property of the employee.

ARTICLE XVI

PAST PRACTICES

This contract contains all terms and conditions of employment to which an employee is entitled. Any benefit which exists outside this contract is not an employee entitlement, but continues solely in the discretion of the Library.

ARTICLE XVII

INJURIES ON THE JOB

In the event an employee is hurt in the course of employment, he/she shall be entitled to use his/her accumulated sick days while recuperating. If his/her accumulated sick time is used up, he/she will

be granted up to 15 additional working days to be used as sick time. After that he/she may, when sick days are used up, be granted, with the approval of the Library Board of Trustees, up to 15 additional days for recuperation. No time in service is necessary for eligibility.

ARTICLE XVIII

NEGOTIATIONS

The parties agree that commencing at least sixty days before the expiration of this agreement, either party may request, in writing, a meeting for the purpose of negotiation. They shall then commence good faith negotiations pursuant to the impasse resolution procedures of the Civil Service Law.

The parties further agree that they shall exchange such public records as are relevant and appropriate at the bargaining process.

No agreement reached between the Union and the Library shall be effective unless reduced to writing and signed by the President of Local 810, I.B.T. and the Director of the Library.

ARTICLE XIX

PROHIBITION OF STRIKES

The Union agrees that there will be no strikes, work stoppages, or other concerted use of job performance for a collective bargaining purpose, and no person represented by the Union will participate in or instigate these.

ARTICLE XX

ADMINISTRATION OF AGREEMENT

Pursuant to 204-a of the Civil Service Law: "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval."

ARTICLE XXI

RETIREMENT BENEFITS

The Library participated in and makes payments to the contributory and non-contributory "20 year career" plans (Section 75-i) for its employees.

Pursuant to law, eligible employees under such plan shall have the right to purchase service credit for World War II military service for additional retirement credits.

This Article is provided for informational purposes only, and is subject to all applicable state laws and regulations under the Retirement System.

ARTICLE XXII

"ZIPPER CLAUSE"

The Library and the Union, for the life of this agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement; or the impact of exercising any right hereunder; or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the Library and Union with respect only to the meaning, interpretation or application of a provision of this agreement. It shall not include any matters which are otherwise reviewable under administrative procedures established by law or the rules of the Civil Service Commission.

Step 1 of the Grievance Procedure is the making of an oral complaint to the affected employee's first immediate supervisor not in the bargaining unit.

Step 2 of the Grievance Procedure is the making of a written complaint to the Library Director.

Step 3 of the Grievance Procedure is the making of a written request for split-cost binding arbitration. Within 10 days after receipt by the Library of such a request, the parties shall jointly select an arbitrator. In the absence of agreement within such time period, the New York State PERB shall be requested to assign an arbitrator.

All grievances shall be presented at the first step within 30 days of the incident under which the Grievance arises, and shall be appealed to the next step within 10 days of an adverse determination at any step. Failure to appeal or follow these time limitations shall constitute a waiver of the right to proceed.

For grievances, this grievance procedure shall be the exclusive remedy.

ARTICLE XXIV

LABOR-MANAGEMENT COMMITTEE

A Labor Management Committee is hereby established to discuss items of mutual concern. Such meetings shall be paid time for Library employees. A representative of the Union may attend and participate in the meetings of the committee. No more than three (3) employee members shall be appointed by the Union.

This collective bargaining agreement covers the period between January 1, 2008 through December 31, 2012 for all persons actively employed by the Library on and after the date on which this agreement becomes fully executed by both parties.

ARTICLE XXV

GRIEVANCE PROCEDURE **DENIAL OF SCHEDULED STEP INCREMENT** **BASED UPON UNSATISFACTORY PERFORMANCE EVALUATION**

The Glen Cove Public Library endeavors to perform annual employee performance evaluations, during the course of a calendar year.

In the event that an employee receives a performance evaluation which indicates that said employee's performance is unsatisfactory, the Library Director may deny said employee the next year's scheduled increment in accordance with the procedures described below:

1. The employee must be given a written warning from the Library Director or the employee's supervisor that said employee has received an unsatisfactory performance evaluation and that the Library Director may deny the employee their scheduled step increment.
2. The Library Director shall place said employee on a sixty (60) day probation (which commences on the date of the employee's receipt of the written warning).
3. At the expiration of said probationary period, the Library Director shall review the employee's performance during the probationary period and may deny said employee their scheduled increment. The Library Director shall give said employee written notice of his determination.

The increment shall not be unreasonably withheld by the Library Director.

Said employee may file a grievance with the Library Director in accordance with the procedures described below, in the event that the employee's increment is withheld.

Grievance Procedure:

Within twenty (20) days of the employee's receipt of written notice from the Library Director that the scheduled increment is being withheld, the Union must file a written request with the American Arbitration Association (AAA) for a split cost binding arbitration. Failure to comply with this time limitation shall constitute a waiver of the right to proceed.

Within ten (10) days from the receipt of the AAA's submission of the first panel of arbitrators, the Union and Library shall select their choice of arbitrator(s).

In the event an arbitrator is not mutually agreed upon, the Library will have the sole right to select an arbitrator from a second panel submitted by the AAA.

THE GLEN COVE PUBLIC LIBRARY

By: Antonio Petrucci
Library Director

**LOCAL 810, STEEL, METALS, ALLOYS
AND HARDWARE FABRICATORS AND
WAREHOUSEMEN, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

By: Louis Smith
Louis Smith, President

Recommended By:

Donna Santoro
Donna Santoro, Delegate

Committee:

Al Bellus
Ang Mandelke
Josephine Valerius

NOTE: The schedules which are attached to the contract are those prepared by the Library.

Glen Cove Public Library
4 GLEN COVE AVENUE
GLEN COVE, NEW YORK 11542-2885
(516) 676-2130

At the regular meeting of the Board of Trustees on April 15, 2008, a Motion was made to approve the addition of the following sentence to Article VII, paragraph Three of the contract with IBT 810:

“An employee who has opted out of the Library health insurance program, may apply to participate in the program should they meet the criteria for a qualifying event as defined by the Library health insurance program.”

Motion to approve addition made by T. Kessel. Seconded by P. Meli. All in favor.