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Contract Database Metadata Elements

Title: **Syosset Public Library and Syosset Public Library Employees, International Brotherhood of Teamsters (IBT), Local 237 (2007)**

Employer Name: **Syosset Public Library**

Union: **Syosset Public Library Employees, International Brotherhood of Teamsters (IBT)**

Local: **237**

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

Expiration Date: **06/30/11**

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GEN 17814

SYOSSET PUBLIC LIBRARY
and
SYOSSET LIBRARY EMPLOYEES
TEAMSTERS LOCAL 237

July 1, 2007 – June 30, 2011

employee works twenty hours per week on a normal schedule he/she is entitled to two weeks (40 hours). No paid vacation allowance is provided for an employee hired on a temporary or substitute basis (e.g. clerical assistants, pages, etc.). However, time off without pay may be granted by the Director provided that a request for leave is made in advance of departure date.

e. Employees may receive paycheck normally scheduled to be received during a scheduled vacation period on the last day of work prior to the vacation period by making written request of the Director with sufficient notice to permit the production of the payroll through normal means. Employees should consult the Director to determine the lead time required for the arrangement.

f. Vacation Leave shall be accrued upon a pay period or monthly basis, as determined by Board, and must be utilized within eighteen months of the date accrued, or shall thereafter lapse unless accrued time is extended by Director by reason of Library scheduling needs preventing employee vacation use. Vacation leave cannot be utilized during initial 6 months of employment, and there shall be no payment for accrued vacation leave upon separation from employment until employee's completion of six month's continuous employment.

ARTICLE VI -Retirement Benefits

The Library agrees to become a participating employer in the New York State Retirement System in the plan known as 75i of New York State Retirement System, and Library shall adopt an enhanced benefits plan offered by the State Retirement System if so adopted by the Syosset Central School District.

ARTICLE VII- Workers' Compensation

All employees are covered by Workers' Compensation. Injury to an employee during the performance of his/her duty must be reported immediately to the Director.

Any employee who collects Workers' Compensation insurance proceeds, having been out of work in excess of one week, shall pay said money to the Syosset Public Library and said employee shall be credited with any accumulated sick leave used for said period. The Employee may choose to be paid solely from the Workers Compensation Fund without use of accumulated sick leave if permitted by Board Policy. In the event said employee is out of work for one week or less, the employee shall use accumulated sick time.

ARTICLE VIII – Health Plan Benefits:

VIII – 1:

a. "Empire Plan" coverage for employees and dependents may be elected by employees, as follows:

1. Active Employees

Full-time (35 hours weekly) active employees shall participate in Library's Health Plan with the rate of Library's contribution towards Individual/Dependants health plan premiums, as follows:

First through third years employment:	80/40%
Forth through Twelfth years employment:	80/50%
Thirteenth through Twenty-second years employment:	80/60%
Twenty-third and subsequent years employment:	80/70%

* Part time employees with 17-1/2+ weekly hours hired between 1982 and 1990: Library's contribution towards health plan premiums for Individual Health Plan Coverage: 80/40%

* Part time employees hired subsequent to July 1, 1990: No health plan benefits

* Appendix D is eliminated

2. Retired Employees:

a. Part time employees hired prior to July 1, 1990 @ 17 + hours weekly:



CITY EMPLOYEES UNION LOCAL 237
 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
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Amendment to page nine, to be inserted in Syosset Public Library contract:

b. Group excess Major Medical Insurance for employees and dependents is furnished to employees working seventeen (17) hours or more per week who are enrolled in the Empire Plan. This coverage shall be provided by the Board without cost to employees, retirees and dependents hired on or before March 10, 1982.

Employees hired subsequent to March 10, 1982, will be provided with group excess insurance as provided in "b" above, but the contribution of the Board shall be limited to the rate in effect as of that date and the employee shall be responsible for subsequent increases.

Rates in Effect March 10, 1982:

Excess Major Medical (individual)
 \$3.01 per month
 Excess Major Medical (family)
 \$7.44 per month
 Excess Major Medical (retiree)
 \$5.79

- i. 15 years continuous service : 60/40%
 - ii. 25 years continuous service : 60/50%
- b. Part-time employees hired subsequent to July 1, 1990: No retiree coverage
- c. Full-time (35 hours weekly) employees:
- i. 15 full years Syosset service and retire into Retirement System: 60/40%*
 - ii. 20 full years Syosset service and retire into Retirement System: 60/50%*
 - iii. 25 full years Syosset service and retire into Retirement System: 70/60%*

* To be eligible for Health Insurance coverage in retirement, employees must have participated in the plan for five calendar years prior to retirement.

The spouse and dependants of a retired employee of the Library who marries or remarries during retirement shall not be eligible for participation in the Library's health plan.

VIII-2: Life Insurance Coverage

Life insurance coverage in effect as of March 10, 1982, shall continue to be provided to all unit members (full-time only) in accord with the provisions in effect as of that date however, with a twenty-five (25%) percent reduction in such benefits for employees hired subsequent to the date of Ratification of this agreement.

VIII-3: Disability Insurance

The Library agrees to elect voluntary coverage under the New York State Disability Benefits Law. Employees agree to the contributory plan with benefits and contributions as specified by statute.

ARTICLE IX – Union Meetings – Dues Deduction – Agency Fee

a. Meetings:

The Union may conduct local unit meetings on Library premises subject to and in accordance with rules for meeting rooms to discuss Union business. However, said

meetings shall in no event interfere with normal Library business.

b. Dues Deduction:

The Board agrees to deduct from the salaries of employees dues for Syosset Public Library employees, Teamsters Union Local 237, as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Union. Employees' authorizations shall be in writing in the form set forth below:

**SYOSSET PUBLIC LIBRARY EMPLOYEES,
TEAMSTERS UNION LOCAL 237 DUES AUTHORIZATION CARD**

NAME
ADDRESS
YEAR

I hereby request and authorize the Board of Trustees of the Syosset Public Library to deduct from my earnings and transmit to the Syosset Public Library Employees, Teamsters Union Local 237 the amount of the membership dues as certified by this Union. I understand that the Board will discontinue such deductions for any year if I notify the Board in writing to do so by September 15th of that year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Trustees of the Syosset Public Library and all of its officers from any liability therefore. Signature

Not later than November 1st of that year, the Board shall provide a list of those employees who have voluntarily authorized the board to deduct dues for the Union.

c. Agency Fee:

An agency fee will be implemented and all employees for which the Union is the certified bargaining agent, who are not members of the Union, will be required to make

payment equivalent to the regular dues as permitted by and in accord with New York State Law for so long as required by New York State Law.

d. Defense and Indemnification:

The Board of Trustees has by policy conferred the defense and indemnification benefits of Public Officers Law Section 18 upon its employees and agrees to be held liable for the costs incurred under those provisions of law, subject to the limitations set forth in such law. The duty to defend or indemnify and save harmless is limited to situations where the "alleged act or omission from which such judgment or claim arose occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties" subject to the provisions of Section "18" of the Public Officers Law. The Library's duty to defend or indemnify as prescribed by said Law is conditioned upon the employee (i) delivering to the President of the Board of Trustees a written request to provide for his defense, together with the original or copy of any summons, complaint, process, notice, demand or pleading within ten days after he/she is served with such document and (ii) providing full cooperation in the defense of such action or proceeding against the Library based upon the same act or omission. The duty to provide for a defense shall not arise where such civil action or proceedings is brought by or at the behest of the Board of Trustees. Employer reserves the right to modify or limit its obligation to indemnify and defend employees to the extent authorized by law.

e FAMILY AND MEDICAL LEAVE ACT (hereinafter referred to as "ACT".)

It is understood and agreed that irrespective of the specific leaves of absence or benefits recited in this Agreement (paid or unpaid) that:

A. Wherever this Agreement provides for or allows less leave time for certain stated purposes required by the ACT (irrespective of whether the leave time provided in this Agreement is "paid" or "unpaid" Leave) or for any employee benefit if such is not provided by this Agreement, for employees who are "eligible Employees" under the ACT as defined under Title I, Section 101, "Definitions", that employees hereunder shall be entitled to additional unpaid leave in excess of the leave, whether paid or unpaid, provided by this agreement, but such additional unpaid leave shall be provided only in an amount sufficient to comply with the total leave time specifically required by the ACT.

Nothing in this Article XIV shall be construed to provide for paid leave. The employment and benefit rights of employees who take leaves under Section 102 of the ACT for the intended purpose of the leave thereunder shall be governed by Section 103 and 104(a), (b) and (c) of the ACT.

B. As provided in Title IV, Section 402 (a) and (b) of the ACT, nothing in such ACT shall be construed to diminish the obligation of the employer to comply with provisions of this Collective Bargaining Agreement or of any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under this ACT or any amendment made by this ACT.

C. This Article XIV is added to this Agreement solely to denote the awareness of the Employer and the Employee Unit and its representative herein with the ACT and to affirm the intent of the undersigned to abide by the rights, duties and obligations accorded and provided by the ACT with respect to both the employees and employer hereunder whether or not specifically noted in this Article XIV and further that if any

provision of this Agreement as herein set forth is violative of any provisions of the ACT, such provisions shall be deemed amended pursuant to and in compliance with the pertinent provisions of the ACT.

ARTICLE X – General Provisions

- a. All current benefits and past practices that the employees now enjoy shall remain in full force and effect except as otherwise provided herein.
- b. All matters consistent herewith as provided, and as shall be provided for, in the Personnel Rules and Regulations Manual shall be incorporated by reference into this agreement.
- c. All employees shall comply with rules, regulations and directives adopted by the board or its representatives.
- d. STATEMENT UNDER PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW, ARTICLE 14, NEW YORK STATE CIVIL SERVICE LAW, AS AMENDED: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 XI – Remuneration, Reimbursement, Compensatory Time and Overtime

a. Salary Increases:

Year 1: 3-3/4%	July 1, 2007 through June 30, 2008
Year 2: 3-3/4%	July 1, 2008 through June 30, 2009
Year 3: 3-3/4%	July 1, 2009 through June 30, 2010
Year 4: 3-3/4%	July 1, 2010 through June 30, 2011

- The salary schedule attached hereto as Appendix A shall be the salary schedule in effect for the period July 1, 2007 through June 30, 2011.