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Union: **International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **808**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

THE INCORPORATED VILLAGE OF WILLISTON PARK LIBRARY

CONTRACT

JUNE 1, 2006 TO MAY 31, 2009



Local 808

AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS AFL-CIO

Handwritten initials

THE INCORPORATED VILLAGE OF WILLISTON PARK LIBRARY

CONTRACT

JUNE 1, 2006 TO MAY 31, 2009

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AGREEMENT made and entered into as of June 1, 2006 and covering the period June 1, 2006 to May 31, 2009 by and between the Incorporated Village of Williston Park and the Village Library Board of the Incorporated Village of Williston Park (hereinafter referred to collectively as the "Village") and Local 808, International Brotherhood of Teamsters (hereinafter referred to as "Local 808").

WHEREAS, the Village has voluntarily endorsed the practices and procedures of collective bargaining pursuant to the Public Employees Fair Employment Act of 1967 (Chapter 392 of the Law of 1967) as a peaceful, fair and orderly way of conducting its relations with the Village Library Employees insofar as such practices and procedures are appropriate to the special governmental functions and obligations of the Village are permitted by law and are consonant with the interests of the citizens and residents of the Village; and

WHEREAS, Local 808 has demonstrated that it represents all "Employees" of the Village Library (as hereinafter defined), and in accordance with law is, therefore, the exclusive collective bargaining agent for such Employees; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
DEFINITIONS

For the purposes hereof, the term Employees shall be defined to include all full and part time librarians, all full time clerks and all permanent part time clerks now or hereinafter employed by the Village Library. For the purposes hereof, the term Full Time Employees shall mean any Employees now or hereinafter employed by the Village Library on the basis of a 35-hour work week. The term Part Time Employees shall be defined to mean all Employees other than Full Time Employees.

ARTICLE II
RECOGNITION

Village recognizes Local 808 as the sole and exclusive unchallenged representative of Employees for the term of this agreement.

Nothing herein contained shall be construed to deny to any Employee his/her rights under Section 15 of the New York Civil Rights Law, or under the Civil Service Law.

ARTICLE III
FAIR PRACTICES

Local 808 agrees to maintain its eligibility to represent Employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all member Employees without regard to membership or participation in the activities of any employee organization.

The Village agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee's organization.

ARTICLE IV
SALARY

A. Local 808 and the Village hereby agree that the Employees of the Village Library covered by this agreement shall be compensated bi-weekly, compensation being calculated on a 35-hour work week for Full Time Employees, and based upon hours of actual work for Part Time Employees.

B. For the period June 1, 2006 through May 31, 2007 each employee shall be paid a salary increase in an amount equal to three (3%) percent of their salary.

C. For the period June 1, 2007 through May 31, 2008 each employee shall be paid a salary increase in an amount equal to four (4%) percent of their salary.

D. For the period June 1, 2008 through May 31, 2009 each employee shall be paid a salary increase in an amount equal to four (4%) percent of their salary.

E. Longevity payments will be made to Full Time Employees at the completion of eight years, twelve years, sixteen years, twenty years and twenty-four years. Such payments are to be made as follows and incorporated into the employee's yearly salary:

F. After 8 years of service	\$1,000
After 12 years an additional	\$1,000
After 16 years an additional	\$1,000
After 20 years an additional	\$1,000
After 24 years an additional	\$1,000

Longevity payments are to be made by the Village starting with the first pay period after completion of said number of years.

G. Effective June 1, 2007, the starting salary for clerical employees will be \$8.50 per hour.

ARTICLE V HOURS

Section 1. The hours of work for Full Time Employees of the Village Library shall be an eight (8) hour period each day, inclusive of a non-paid lunch hour.

Section 2. A. Time and one-half shall be paid to any Full Time Employee for all mandated overtime in the Village Library, which shall be defined as any work required to be performed in excess of 40 hours in any given work week.

B. All overtime for any Full Time Employee shall be allotted and assigned on seniority basis by classification or title.

Section 3. A. Time and one-half, plus regular holiday pay shall be paid to any Full Time Employee for any time that such Full Time Employee works on a regular holiday.

B. Time and one-half only shall be paid to any Part Time Employee for any time that such Part Time Employee works on a day designated as a holiday hereunder.

C. All Sunday work will be paid as time and one-half.

Section 4. Employees shall have fifteen (15) minutes for a scheduled morning coffee break and another fifteen (15) minutes for an afternoon coffee break, both scheduled by the Library Director.

ARTICLE VI WORKING CONDITIONS

Section 1. Except in a situation of extreme emergency, the Village shall not request employees to use their personal vehicles for Village business use. Employees will be compensated at the rate of forty-four and one-half (\$44 1/2) cents per mile for use of their personal vehicles used during an emergency when so requested.

Section 2. It shall be the duty of all Employees to see that all working conditions are safe from unreasonable hazards; such situations shall be immediately reported to the supervisor.

Section 3. Legal Counsel

The Village agrees to provide legal counsel to defend any Employee in any action arising out of an unprovoked assault on such Employee while on Village Library business.

Section 4. Compensation for Lost Time

If an unprovoked assault on an Employee while on Village business results in loss of time, the Employee shall be paid in full for such lost time and such paid absence shall not be deducted from any sick leave to which such Employee is entitled under this agreement. Any Worker's Compensation benefits above and beyond that which the Village has paid to the Employee during this period shall remain the property of the Employee.

ARTICLE VII
VACATION

Each Full Time Employee covered under this contract shall be credited with vacation time in the amount stated in accordance with the following schedule:

After six (6) months of actual service	1 week
After one (1) year of actual service an additional	1 week
After five (5) years of actual service	3 weeks
After ten (10) years of actual service	4 weeks
After twenty (20) years of actual service	5 weeks

Vacation days may be accumulated to a maximum of forty-five (45) days. The Village will pay thirty (30) days upon retirement. Annual vacation and accumulated vacation time shall be taken only with the prior approval of the Library Director. Each employee shall give at least ten (10) working days written notice to the Library Director of his/her intention to take vacation time. Each Part Time Employee shall receive vacation allowance equal to the number of hours that they actually performed, e.g. if an employee works ten (10) hours a week, such employee shall receive ten (10) vacation hours.

ARTICLE VIII
HOLIDAYS

The following holiday schedule is established in the Village with respect to Full Time Employees:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King's Day	Fourth of July	Thanksgiving Day
Presidents' Day	Labor Day	Christmas
Good Friday	General Election Day	Columbus Day

1/2 day on Christmas Eve and New Year's Eve (at the discretion of the Library Board).

In addition, Lincoln's Birthday will be celebrated as a floating holiday.
Part Time employees will receive two holidays, as follows:

<u>Christmas Day</u>	<u>New Year's Day</u>
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Part Time Employees shall have the right to make up the time they would otherwise have worked on a day designated a holiday on another day during the week in which the holiday falls (except Christmas Day and New Year's Day).

When a holiday falls on Saturday, it will be celebrated on the preceding Friday. When a holiday falls on Sunday, it will be celebrated on the following Monday. When a holiday falls within a vacation period, it shall not be counted as a vacation day but as a holiday.

ARTICLE IX
PERSONAL LEAVES

Section 1. Personal Leave

Time shall be granted, subject to approval of the Library Director, provided it is scheduled five (5) working days in advance (except in cases of emergency) according to the following schedule:

Full Time Employees	Six (6) days
Part Time Employees:	
After six (6) months	One (1) day
After one (1) year	Two (2) days
After five (5) years	Three (3) days
After ten (10) years	Four (4) days

Each Employee shall be paid for personal leave days not taken (up to a maximum of three (3) days. Payment shall be made at the end of the Library's fiscal year. Personal leave days may not be accumulated from year to year. Notwithstanding the foregoing, existing Part Time Librarians shall be given four (4) personal leave days without regard to length of service.

Section 2. Bereavement Leave

An Employee shall be granted leave in the event of a death in his immediate family as outlined below, such bereavement leave to commence the day after the death in the family, provided the Employee immediately notifies the Library Director of the death and makes request for same in connection with the time of the Memorial Services:

A. Five (5) consecutive days: death of wife, husband, father, mother, brother, sister, son, daughter, adopted child, grandparents, stepparents and stepchildren.

Three (3) consecutive days: In-laws (i.e., a father-in-law, mother-in-law, brother-in-law or sister-in-law) and either an aunt or an uncle (i.e., the sister or brother of a parent).

B. One (1) day: death of first cousin.

Section 3. Jury Duty

Notice of jury duty must be immediately submitted to the Library Director and absence for days actually served shall not be deducted from regular salary of Employee. Said duty shall not be charged to Employee's accumulated credits. Any fee that Employee receives shall be reimbursed to the Village.

Section 4. Any absence of an Employee due to taking a Selective Service examination shall be excused with no loss of salary for such purpose.

Section 5. Absence by reason of appearance as plaintiff, defendant, for the number of days necessary. Employee shall not lose any salary therefor.

ARTICLE X
SICK LEAVE

Section 1. Sick leave allowances are to be granted to Employees based upon employment date as follows:

After six (6) months ... One (1) day per month up to 12 days per year for each Full Time Employee.

After six (6) months ... Six and one-half (6 1/2) hours every two months up to thirty-nine (39) hours per year for each Part Time Employee.

In the event an Employee has not used the authorized sick leave in the year immediately preceding the current year, he/she may in the current year (in case of a prolonged illness) use the unused portion of such prior sick leave, in addition to the sick leave scheduled for the current year, after the sick leave allowance for the current year has been exhausted. Each Employee may accumulate up to four hundred (400) hours sick leave. An Employee shall be paid at a rate equal to his/her current salary for any accumulated sick days above four hundred (400) hours at the end of the Library's fiscal year. Upon the death or retirement from service of any Employee, such Employee shall be entitled to a cash payment for unused sick leave for up to four hundred (400) hours, to be computed at his/her normal hourly rate as of the date of such death or separation of service and assuming a normal work day.

Section 2. Pregnancy

Upon request, any Employee will be granted a child care leave on account of the birth of a child, without pay, not to exceed one (1) year, and shall be reinstated in the same or comparable position upon their return.

Section 3. All Employees who have exhausted sick leave allowances are eligible to take leaves, without pay, not to exceed one (1) year in length, for rest, restoration of health, or the alleviation of hardship, except financial, involving themselves or their immediate family.

Section 4. Employees having major illness while on vacation may use their sick leave for the remainder of the illness and have their time adjusted accordingly, provided reasonable notice is given to the Library Director and provided a doctor's certificate regarding such illness is presented to the Library Director upon return to duty.

Section 5. Employees absent for more than five (5) consecutive working days, because of personal illness, shall be required to submit a doctor's certificate explaining the nature of the illness prior to return to duty.

Section 6. On the Job Injuries

All Employees shall receive the difference between Worker's Compensation Benefits and full salary so that Employees will not suffer loss of income for all days actually absent from work due to such on the job injury provided that the Village shall be required to make such payment only for the period of one (1) year from the date of such on-the-job injury. No days shall be deducted from Employees' accumulated sick leave for such injury.

ARTICLE XI INSURANCE

A. The Village shall pay the full cost for coverage of all Full Time Employees in the health insurance plan then covering all full time Village employees.

B. The Village shall pay the cost of life insurance instituted under Section 60-B of the New York State Retirement System Law.

C. Upon retirement, all Full Time Employees having at least ten (10) years of service shall receive the same health insurance coverage as then being received by other full time Village employees then entitled to such coverage. In the event a Full Time Employee who retires with less than ten (10)

years of service, the issue of continued health insurance coverage shall be submitted to the Village Board of Trustees for its determination in its sole discretion.

D. Each Full Time Employee will be entitled to a \$50,000 life insurance policy to be administered by Local 808. Effective June 1, 2006, the Village will contribute the sum of \$18 per employee per month on account of such benefit.

ARTICLE XII RETIREMENT PLAN

The Village agrees to pay the full cost of coverage for all eligible Employees in the 1/60 Retirement Plan for State Civil Service Employees as provided in Section 75G of the Retirement and Social Security Law of the State of New York.

ARTICLE XIII PERSONNEL FILES

Section 1. Upon request by the employee, he/she shall be permitted to examine her official employment personnel file.

Section 2. An employee may copy any material in his/her personnel file in the presence of the Library Director or a Village Clerk's representative.

Section 3. There shall be only one "Employees' Personnel File" in which the above type of material is filed.

Section 4. 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 the opportunity to read the material. The Employee shall be requested to affix his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents. Should an employee not affix his/her signature on the actual copy to be filed after he/she has had an opportunity to read the material, the Village may file such material with the notation that the employee has been given the opportunity to read it.

Section 5. The Employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

ARTICLE XIV TRANSFERS AND REASSIGNMENTS

Section 1. Lists of vacancies and/or new positions created in the Village Library shall be adequately published on available bulletin boards and all present Employees shall be given adequate opportunity to make application for such position and if found qualified shall be considered for the vacancy prior to advertising the vacancy outside the agency.

ARTICLE XV EMPLOYEES' RIGHTS

Section 1. All Employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law.

A. Should, for any reason, a reduction in the Village Library work force become necessary, Employees will be laid off by title or classification in reverse order of seniority.

B. Before hiring any new Employee, the available work must first be offered to all qualified Employees laid off by sending a written notice to the Employee by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than five (5) days from receipt of such notice.

Section 2. Seniority shall be based on the date of commencement of employment.

Section 3. The Village agrees that no Employee in the non-competitive class who has completed at least three (3) months of service will be dismissed for cause without a hearing.

Section 4. Copies of the executed contract shall be provided to all Employees within sixty (60) days of its signing.

Section 5. Any Library Employee who functions in a capacity outside the area of his/her regular employment shall receive compensation commensurate with the higher paying position for the period of time employed in that higher position.

ARTICLE XVI UNION RIGHTS

Section 1. Permission shall be granted for the use of Village Hall facilities, if available, for meetings which are scheduled in advance.

Section 2. At least one bulletin board shall be reserved at an accessible place within the Library for the exclusive use of Local 808 for the purpose of posting material dealing with proper and legitimate Local 808 business.

ARTICLE XVII DUES DEDUCTION

Section 1. The Village agrees to deduct from the salaries of its Employees, membership dues, initiation fees and/or life, sick and accident deductions for Local 808 from said Employees who voluntarily and individually authorized the Village to deduct and to transmit the monies to Local 808. Employee authorizations shall be in writing and in a manner consistent with Section 93E of the General Municipal Law and Chapter 392 of the Laws of 1967.

Section 2. Deductions shall be made uniformly and consistently on the last pay day of the month. Funds thus collected shall be transmitted to Local 808.

Section 3. Deductions authorized by any Employee shall continue as so authorized unless, and until, such Employee notifies the Village as to his desire to discontinue, or to change such authorization in writing.

Section 4. Notification of discontinuance of deductions shall be in writing and signed by the Employee and submitted to the Village and Local 808.

ARTICLE XVIII VOLUNTARY CHECK OFF OF POLITICAL CONTRIBUTIONS

The Employer agrees to deduct from the wages of its Employees who are Union members and who voluntarily authorize such deductions (on forms provided for that purpose) contributions to be made to the Local 808 Political Action Committee. The amount deducted pursuant to said voluntary

authorization shall be transmitted to the Political Action Trustee of Local 808 at monthly intervals. These transmittals shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted from each such Employee.

ARTICLE XIX
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of Employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Nothing herein contained shall be construed to prevent any Employee from informally discussing a complaint with the Library Director or processing a grievance in his/her own behalf in accordance with the grievance procedure herein set forth.

Section 1. Definition

A "grievance" shall mean a complaint by an Employee in the bargaining unit (1) that there has been as to his/her a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or (2) that he/she has been treated unfairly, or inequitable by reason of any act or condition which is contrary to established policy or practice governing or affecting Employees, except that the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law, or by any rule or regulation having the force and effect of law, or (b) the Village is without authority to act.

Section 2. Procedures

Should any Employee have a grievance or should any dispute arise with Local 808 as to the meaning, application, performance or operation of any provision of this agreement, such grievance dispute shall be taken up for settlement as follows:

A. Any Employee aggrieved with relation to his/her work may present his/her grievance orally to the Library Director. A reply shall be given orally by the Library Director indicating what action, if any, will be taken with respect to the grievance, such reply being given within ten (10) working days of the date of presentation of the grievance.

B. If the Employee is dissatisfied with the action taken by the Library Director with respect to his/her grievance, such Employee may submit his/her grievance in writing to the Library Board President within ten (10) days following receipt of the Library Director's reply.

C. If the Employee is dissatisfied with the action taken by the Library Board President with respect to his/her grievance, such Employee may submit his/her grievance in writing to the Library Board within ten (10) days of the date of the Library Board President's written reply. The Employee shall have the right to appear before the Library Board, if he/she so requests, and to be represented by Local 808 if he/she so requests. After considering the Employee's grievance and contentions made in support thereof, and affording the Employee an opportunity to submit his/her views both orally and in writing, the Library Board shall take such action as it deems proper and just, and advise the Employee and the Library Director in writing of the action taken.

D. If any Employee is dissatisfied with the action taken by the Library Board, the grievance of said Employee shall be submitted to the New York State P.E.R.B. Board.

ARTICLE XX
MATTERS NOT COVERED

With respect to matters not covered by this agreement, which are proper for collective bargaining, the Village agrees to make no changes during the term of this agreement without prior consultation with Local 808.