

COLLECTIVE BARGAINING AGREEMENT

Between

NORTH BABYLON PUBLIC LIBRARY

And

NORTH BABYLON LIBRARY STAFF ASSOCIATION

Effective July 1, 2022 to June 30, 2025

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This Agreement is between the NORTH BABYLON PUBLIC LIBRARY (herein after referred to as the "Employer" or "Library"), and NORTH BABYLON PUBLIC LIBRARY STAFF ASSOCIATION (herein referred to as the "Association").

ARTICLE 1. RECOGNITION

The Library recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment, for all of its employees in the collective bargaining unit which includes all full and part time professional and clerical staff and excludes the Library Director, Assistant Director (or Librarian 3 assigned to the position), Confidential Secretary to the Director, Bookkeeper, Custodial Staff, Pages and Itinerant Substitute Employees.

ARTICLE 2. ASSOCIATION DUES

A. Voluntary Dues Deduction

Section 1. The Employer will deduct each payroll period from the wages of employees who have executed and filed with the Employer a payroll deduction authorization form, the amount specified in that request. The Employer will forward the amounts deducted to the Association. The Employer shall continue to make such deductions until the employee withdraws his/her authorization in writing.

Section 2. The Employer agrees to furnish the Association at the time it remits the dues deducted a roster of all bargaining unit employees' names and dues deducted.

An employee's authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty calendar days. Upon return from leave of absence, the returning employee's deduction authorization shall be reinstated.

Section 3. Any change in the amount of monthly Association dues will be certified in writing to the Employer by the President of the Association. A certificate which changes the contributions due to the Association shall become effective the first day of the month following the date the Employer receives such certification.

Section 4. The employer also agrees to furnish the Association a roster of all bargaining employees' names, addresses, employee number, date of employment, current weekly or hourly wage rate and job classification on an annual basis. The employer also agrees to furnish the same information for any new bargaining unit employee within two (2) weeks of his or her date of hire.

B. Deduction of Agency Fee Mandated by the Taylor Law

To the extent and for the period required by New York Civil Service Law § 208 ("Taylor Law") each employee in the bargaining unit who is not a member of the Association and/or has not executed a payroll deduction authorization form shall be required to pay the Association each month a service charge, i.e. Agency Fee toward the administration of this agreement and the representation of such employee, provided, however, that each employee has such representation available to him/her on the same terms and conditions as are available to every member of the Association.

The service charge shall be certified in writing to the Employer by the Association.

The Association shall supply the Employer with a list of names of nonmembers at least thirty (30) days prior to the deduction of any Agency Fee.

The Employer is required by state law to deduct such fee in the same manner the membership dues are deducted and shall comply with state law as long as it is in effect.

C. Indemnification of the Employer

The Association shall indemnify and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article regarding Dues deduction and Agency Fee.

ARTICLE 3. NON DISCRIMINATION

The Employer shall not discriminate against any employee because of Association membership or Association activities, or on account of race, creed, color, religion, national origin, sex, age, marital status, disability or any other reason prohibited by law. The Employer shall also comply with the Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 4. ASSOCIATION RIGHTS

Section 1. The Association shall have the right to designate two (2) representatives, and their alternates. Alternates shall not be authorized to act as representatives except in the absence of the designated representatives.

Section 2. Authorized representatives of the Association, shall be permitted to visit the Library premises on a reasonable basis for the purpose of investigating alleged violations of the Agreement. The Association shall have reasonable access to the employees during the employees' non-working time and shall not interfere with the operation of the Library.

Section 3. Meetings with the Director or his/her designee to discuss grievances pursuant to the grievance procedure shall be scheduled at a mutually convenient time.

Section 4. The Employer agrees to grant time off with pay to the Association Representatives, not to exceed a total of two (2) days per year for the purpose of attending to Association business relevant to Library employees on condition that said representatives provide the Director with two (2) weeks written notice. Only one (1) shop steward shall be released at any one time, unless the Library waives this restriction.

Section 5. During the probation period of all new employees covered by this Agreement, the Association shall be provided with up to one hour, at a time and place to be mutually agreed upon by the Employer and the Association, to meet with the new employee for the purpose of acquainting them with Association business.

Section 6. An ad hoc Health and Safety Advisory Committee shall be established with two (2) members chosen by the Library and two (2) members chosen by the Association. The Association shall notify the Director of its members and any changes thereof. The Committee shall meet on an as needed basis at the request of the Association or Library to discuss hazardous, unsafe or unhealthy conditions in the workplace.

Section 7. The Association will exercise its rights hereunder in a reasonable manner.

ARTICLE 5. RIGHTS OF EMPLOYEES TO ASSOCIATION REPRESENTATION

Any employee may request representation by an Association Representative at a meeting which the employee reasonably believes may result in discipline. The Representative chosen by the Employee must be available within a reasonable time.

ARTICLE 6. CIVIL SERVICE LAW SECTION 75 AND 76

The rights of employees with respect to removal and other disciplinary proceedings shall be governed exclusively by Sections 75 and 76 of the New York Civil Service Law.

ARTICLE 7. GRIEVANCE PROCEDURE

A grievance which alleges a violation of a specific provision of this Agreement shall be resolved in accordance with the following procedure.

Step 1. Written Grievance

A Grievance must be filed in writing with the Library Director. The written submission must specify the facts that gave rise to the grievance, individual employees affected, the provision of the contract alleged to have been violated, the requested remedy, and be signed by an Association representative. Grievances must be filed within 30 calendar days of when the facts giving rise to the grievance occurred. Failure to file a grievance within this time limit means the grievance is waived. The Association and Director shall meet within a reasonably prompt period to attempt to amicably resolve the grievance at a mutually agreed time. In the event the grievance cannot be resolved, the Library Director shall issue a written decision to the Association within 14 calendar days following the meeting.

Step 2. Arbitration

If the effort to settle a grievance through discussion fails and the Association desires to pursue the matter further, the Association may request that the grievance be submitted to arbitration by filing a written demand for arbitration with the Director. Such demand must be filed within 21 calendar days of receipt of the Director's Step 1 decision or the grievance and right to arbitration is deemed waived. Grievances shall be heard and decided by one of the following arbitrators: (1) Howard Edelman; (2) Jack Tillem; and (3) Philip Maier. The Arbitrators shall be appointed to hear a case on a rotating basis. The decision of the Arbitrator shall be final and binding. The decision must be in writing and specify the basis for the decision. The Arbitrator shall have no power to add to, delete from, or modify the terms of the collective bargaining agreement. The cost of the Arbitrator shall be divided equally between the two (2) parties.

By mutual agreement in writing of the Library and the Association, the time limits set forth herein may be extended.

ARTICLE 8. ASSOCIATION BULLETIN BOARD

The Employer will furnish space for a bulletin board, in a mutually agreeable area not open to the general public, on which the Association may post appropriate notices.

ARTICLE 9. GENERAL MEMBERSHIP MEETINGS

General membership meetings may be held up to four (4) times a year in a private meeting room at the Library. Such meetings shall not be held on Library time. Requests to utilize such room must be made in writing in advance of the intended meetings which will be held at times and dates mutually agreed to by the Library and Association. Utilization of the room must meet all conditions required of other applicants.

ARTICLE 10. HOURS OF WORK

The normal workweek for full time employees shall be five days, 35 hours during the period of Monday through Saturday. Part time employees shall work the assigned hours of the work schedule.

Work Schedules shall be established by the Director for each calendar week and such schedules shall be posted two weeks in advance of the first day of the scheduled week. The Director may change the work schedule on less than two (2) weeks notice in emergencies or unusual circumstances by first seeking volunteers and then by assigning employees.

Employees must submit requests for schedule changes in writing to the Director or his/her designee. The response shall be in writing and must specifically note whether the request is being granted or denied. A copy of all such requests and responses shall be kept by the employer with access available to an official of the Association, upon one week's advance request to the Director.

Employees shall be assigned to Sunday work on a volunteer basis. In the event there are not sufficient volunteers for Sunday work in the positions deemed necessary by the Director, such work shall be assigned on a rotating basis to employees deemed qualified by the Director.

ARTICLE 11. OVERTIME

Section 1. Full time employees shall receive compensatory time at the straight time rate for all hours worked beyond the thirty-five hour (35) work week and up to 40 hours of work. Hours beyond forty (40) in a workweek shall be paid at time and one-half. Work on Sundays shall be paid at double time.

Section 2. All part time employees shall be paid or receive compensatory time at the discretion of the Library, for all time worked beyond their normally scheduled hours at the straight time rate.

Section 3. The following paid absences shall be considered as time worked for purposes of computing overtime: holidays, vacations, jury duty days, bereavement days, and sick leave days. Unpaid absences shall not be considered as time worked.

Section 4. There shall be no pyramiding of overtime.

ARTICLE 12. BARGAINING UNIT WORK

Section 1. Work that has heretofore been exclusively performed by unit employees may not be subcontracted.

Section 2. If the Library decides to create a new job title, they shall advise the Association.

ARTICLE 13. LUNCH AND REST PERIODS

All full time employees who work a seven or eight hour day receive one hour unpaid meal time. Additionally, such employees shall receive two (2) fifteen (15) minute paid rest periods per day and such periods cannot be aggregated. All part time employees shall receive one (1) fifteen (15) minute paid rest period every four (4) hours worked. Employees working on Sunday shall receive one (1) fifteen minute paid rest period and shall make a good faith effort to take such rest period when least likely to inconvenience patrons. Rest periods may not cumulate, may not be added to a meal period, and may not be waived to permit late arrival or early departure unless previously agreed to by the Library Director in writing.

ARTICLE 14. JOB POSTINGS AND PROMOTIONS

The Director shall notify the Association in writing of all job vacancies within the bargaining unit, with salary and qualifications required to fill such vacancies. All vacant positions shall be posted on the Association bulletin board by the Association Representative and remain posted for a period of two (2) weeks. All appointments and promotions must be done in accordance with the Civil Service Law and Rules and the Library maintains full discretion and authority to hire and promote under this Agreement. Employees who accept a promotion to a higher title shall serve a six (6) month probationary period in such title. The Library, however, recognizes that promoting qualified employees from within the bargaining unit when possible is a goal favored by both the Association and the Library.

ARTICLE 15. HOLIDAYS

Section 1. The Library recognizes the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
June 19 th	

Section 2. All full time employees shall be paid for holidays listed in Section 1 based upon the hours they would have been scheduled on such days, except for Lincoln's Birthday and Good Friday on which the Library is open and the employees who work receive compensatory time in addition to being paid for the holiday. Compensatory

time is granted at the time of the holiday. When a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. When a holiday falls on a Saturday or during any full time employee's vacation, the employee shall request another day with pay in lieu of such holiday. The employee's request shall not be unreasonably denied.

Section 3. A part-time employee who is normally assigned seventeen (17) or more hours per week shall be entitled to seventeen (17) hours of holiday pay each year. In order to qualify the Employee must have worked 34 hours per two (2) week pay period in at least sixty (60%) percent of the 26 pay periods prior to each of the Holidays below. Employees who have worked less than one (1) year must have worked 34 hours or more during sixty (60%) percent of the pay periods he/she was assigned to work prior to the holiday. Such Qualifying Employees shall be paid four (4) hours, in each of the pay periods in which the following holidays fall: New Year's Day, Thanksgiving Day and Christmas Day. Qualifying Employees shall be paid five (5) hours of pay in the pay period in which Labor Day falls.

ARTICLE 16. BEREAVEMENT

When a death occurs in an employee's immediate family, the employee shall be paid the hours the he/she is scheduled for up to five (5) consecutive days the Library is open, beginning with the first scheduled working day on which the employee does not report to duty. The term "employee's immediate family" shall mean the employee's mother, father, wife, husband, domestic partner as defined by New York State Law, sister, brother, child or stepchild. In the case of the death of an employee's grandmother, grandfather, in-laws of the same relationship, or step parents, the employee shall be paid the hours he/she is scheduled for up to three (3) consecutive days the Library is open, beginning with the first scheduled working day on which the employee does not report to duty. If more time is needed, the employee may draw upon his or her sick leave allowance, or make special application to the Library Director for a leave of absence without pay.

ARTICLE 17. JURY DUTY

All employees shall be granted a leave with pay, based on their normally scheduled work hours, if called to jury duty, or as a witness in court. Leave with pay will be granted provided that such pay is reduced by the amount of fees earned. This leave shall be limited to those employees whose jury or court obligations require them to be in attendance for jury service or as a witness in court during the hours they are scheduled for duty in the Library.

ARTICLE 18. EMERGENCY CLOSING

When inclement weather or other emergency conditions require the closing of the Library, the employees who are scheduled to work and are excused from work will receive their regular compensation for any hours they are not permitted to work. If the library is closed on a Sunday, staff will be paid straight time for the hours closed.

ARTICLE 19. PERSONAL LEAVE

Section 1. Full-time employees may take up to three days with pay for personal business during any one calendar year. If additional personal days are needed, employees may take up to three days from the sick leave allowance during any one calendar year.

Section 2. Personal leave may not be added to vacation allowances or used to prolong a holiday. Personal leave may not be carried over from year to year.

Section 3. During the first calendar year of employment, personal leave will be granted on a pro rata basis from the date of employment to December 31 of that year. Personal leave from sick leave during the first calendar year of employment will be granted on a pro rata basis dependent on the number of days accrued sick leave, i.e., no more than one-quarter of the time accrued for sick leave during the first year of employment may be used for personal leave.

Section 4. During the last calendar year of employment, personal leave and personal leave from sick leave will be granted on the same pro rata basis. Personal leave taken in excess of this amount prior to the effective date of resignation will be deducted from accrued vacation.

Section 5. Permanent staff members are entitled to engage in the performance of military duty and shall be deemed to have a leave of absence for the duration of such military duty. Within ninety days after the termination of his/her military duty, or at any time during his/her military leave, the employee shall be reinstated to his/her position provided he/she makes application for such reinstatement.

Section 6. If not detrimental to Library service, a staff member may be granted a leave of absence without pay for up to ten (10) working days during any one calendar year at the discretion of the Library Director. A staff member may be granted a leave of absence without pay for a longer period by the Board of Trustees upon the recommendation of the Library Director. Leaves of this nature shall be granted only at the convenience of the Library. No vacation or sick leave is earned during a month in which a leave of absence without pay exceeds ten (10) working days. Full health insurance premiums will be borne by the employee who is on LWOP as per NYS Government Employees' Health Insurance Program plan rules and regulations.

ARTICLE 20. SICK LEAVE

Section 1. Full time employees will be allowed sick leave with pay at the rate of one (1) day per month, cumulating to 165 days. Sick leave will be computed to the fraction of an hour for employees who take sick during the work day.

Section 2. In the case of an extended absence due to illness or other incapacity, additional leave may be granted for a limited period, at the recommendation of the Library Director, by the Board of Trustees. Payback starts immediately upon his/her return to work.

Section 3. A doctor's certificate may be required at any time for a particular period of illness

Section 4. Illness is to be reported to the Director or his/her designee on the day of absence as early in the day as possible. Continuation of illness is to be reported each day of the illness except when staff member is hospitalized or is required by order of a physician to remain at home. In the latter case, a physician's note certifying that the staff member may return to work is required.

Section 5. Employees shall be permitted to use up to five (5) days per year from their sick leave bank for illnesses of an employee's immediate family member. Such use shall not preclude an employee from any entitlements under the Family and Medical Leave Act (FMLA).

ARTICLE 21. VACATION LEAVE

Section 1. Annual vacation with pay, based on a five-day work week, is granted to full-time employees. A vacation must normally be taken within a year, and after it has been earned. Vacation time is earned after each month worked. Any deviation from this policy must be requested in writing and approved by the Board of Trustees.

Full-time staff members earn annually:

20 days as earned through 3 years
22 days 4 through 7 years
24 days 8 through 12 years
25 days from 13 years

Section 2. A Part time employee who becomes a full-time employee will be credited for past experience on a pro rata basis. A lump sum payment for earned vacation will be made to the employee following transfer to full-time status.

Section 3. Vacation leave may be taken as earned after the first six months of employment. Vacation leave shall not be taken in excess of the amount which can be

earned in twelve months. Unused vacation time shall not be allowed to accrue in excess of five (5) days beyond the leave earned in one year.

Section 4. Employees who leave the Library's employ receive earned vacation not taken, provided they have been in the employ of the Library more than a total of six months and have given adequate notice of resignation (a minimum of one month for librarians and two weeks for other employees). Employees who are discharged from the Library shall receive earned vacation pay provided they have been in the employ of the Library more than a total of six months.

Section 5. Holidays falling during a vacation period are not counted as part of vacation allowance. A day's vacation or pro rata hourly equivalent will be credited to any employee who has a holiday falling during his/her vacation.

Section 6. Vacations shall be earned from the anniversary date of employment. Vacation schedules must be approved by the Director. The most senior bargaining unit employees (with the Department Heads choosing first) shall be given first choice of vacation dates provided the requests are made at least 90 days prior to the dates requested.

Section 7. Accrued vacation shall be computed as of the anniversary date of employment. Any vacation accrued beyond the limit permitted (see Section 3) shall be deemed forfeited unless taken within thirty days following the anniversary date, except for employee in Tier I membership in the New York State Employees' Retirement System and who, by reason of that membership, are entitled to use 30 days' accrual limits during the final year of employment prior to retirement.

Section 8. Any employee presently earning vacation time at a rate higher than he/she would earn under those provisions shall not be limited by these provisions.

ARTICLE 22. TAYLOR LAW NOTICE

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

ARTICLE 23. SALARY

1. Employees employed by the Library in any capacity before July 1, 1996, shall be paid in accordance with the Salary Scale attached hereto as Appendix "A".

2. Employees first employed by the Library on or after July 1, 1996 shall be paid in accordance with Appendix "B".

ARTICLE 24. EMPLOYEE BENEFIT PLANS

Section 1. Dental Insurance

The Library participates in a dental plan for employees working a full-time schedule of 35 or more hours. These employees are entitled to fully paid coverage for themselves and dependent children and/or spouse. Employees hired on or after June 30, 2017 shall only be entitled to individual coverage. There is a \$1,500 maximum benefit per calendar year per individual. Details on the plan are available in the Business Office.

Section 2. Disability Insurance

The Library participates in the New York State Employees' Disability Program. The employee contributes based on salary as required by Law. Claims, including medical certification of need, must be filed within 30 days for disability benefit.

Section 3. Employee Assistance Plan

The Library participates in the Employee Assistance Plan from Western Suffolk BOCES (formerly BOCES III). Except for pages and temporary employees, all staff members, trustees, and their families may participate in the EAP counseling and referral services free of charge.

Section 4. Health Insurance

The Library participates in the New York State Employees Health Insurance Program and each employee working 19 or more hours per week is entitled to fully paid coverage. A dependent child(ren) and/or spouse can be included in an employee's coverage with 50% paid by the Library and 50% deducted from the employee's salary check. All employees hired prior to October 15, 2013 who are enrolled only in individual coverage shall contribute five percent (5%) of the annual premium for such coverage; employees hired on or after October 15, 2013, who are enrolled only in individual coverage shall contribute ten percent (10%) of the annual premium for such coverage. Details on the program are available in the Business Office.

Healthcare Declination: If an employee chooses not to participate in the health insurance coverage provided by the Library, the Library will pay 1/12 of \$1500 for each

full month the Library is exempt from paying the premiums for the individual coverage declined by the employee, payable at the end of the fiscal year to a maximum of \$1500 per employee per year. The employee must provide in writing at the time of declination sufficient proof of alternative insurance coverage to satisfy NYSHIP and NYSHIP must approve the Library not paying the premium for the coverage for the period of declination. The payment shall be processed through payroll and be subject to tax and withholdings. Unless the declination is expressly withdrawn in writing by the employee, the Library shall continue the employee in declination status.

Section 5. Life Insurance

The Library provides term life insurance and coverage for accidental death and dismemberment for full-time employees. Full-time employees less than 65 years of age who die while insured will have \$15,000 paid to their beneficiary. The accidental death and dismemberment components provide for a benefit of \$15,000 paid to their beneficiary. The accidental death and dismemberment components provide for a benefit of \$15,000 to members of the plan under 65 years of age. Reduced benefits after age 65.

Members of the New York State and Local Retirement System are covered by a program of life insurance determined by their longevity and tier status as provided by Law.

Section 6. Retirement

All full-time staff members must join the New York State and Local Retirement System. Part-time employees who are not already enrolled in the Retirement System Plan have the option to join the retirement plan. If they choose to decline the option, such a declination must be in writing. A form for this purpose is available in the Business Office.

Retirement benefits are paid to vested members of the Retirement System and are determined by Tier status.

Employees hired prior to 6/30/2022 with ten (10) full-time years or ten (10) years of equivalent full-time service with the Library who retire and immediately receive pension benefits from the New York State Retirement System at the time of retirement from the Library shall be entitled to paid health insurance for themselves and their spouse and/or dependent children under the same terms and conditions as an active employee including a contribution toward health insurance if the retiree was required to make a contribution as an active employee at the time of retirement and said contribution will be made at the percentage rate he/she was making at the time of retirement. Employees hired after 7/1/2022 with fifteen (15) full time years of fifteen (15) years of equivalent full time service with the Library who retire and immediately receive pension benefits, etc., as above.

Section 7. Social Security

All staff members are covered by and must contribute to Social Security with an amount specified by federal law.

Section 8. Workers' Compensation

A job-related injury must be reported as soon as possible to the Library Director in order that a claim may be filed within ten days after the accident. An accident or injury should be documented on an Accident Form. Forms are available in the Business Office.

Section 9. Educational Programs

Attendance at library conferences and workshops by staff members for the purpose of continuing education with necessary expenses reimbursed by the Library may be authorized by the Board of Trustees upon the recommendation of the Library Director, provided that funds are available. In general, it is expected that staff members attending such conferences will be members of the organization sponsoring them. Attendance at conferences by staff members at their own expense will be permitted at the discretion of the Library Director. Such approval shall not be unreasonably withheld.

In-house workshops and seminars are offered to staff from time to time.

Section 10. Investment Plans

The Library participates in tax-sheltered annuity plans from a selection of investment firms. Details on the options available to employees are available in the Business Office.

Section 11. Savings Plan

The Library participates in the payroll savings plan of Suffolk Federal Credit Union (SFCU). Employees may have a designated amount withdrawn from their paychecks for deposit at SFCU.

Section 12. Vision Plan

The Library will continue to provide a vision care plan, for individual coverage of employees only, at no cost to the employees.

ARTICLE 25. COMPLETE AGREEMENT

Section 1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE 26. TERM

Section 1. This Agreement shall be in full force and effect from July 1, 2022 to June 30, 2025.

Section 2. The Library retains all management rights not modified by a specific provision of this agreement.

KT _____

KS _____

SP _____

MH _____

North Babylon Public Library Staff
Association

North Babylon Public Library

DATED: _____