



Local 1321 News

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Local 1321
125 Barclay Street
New York, NY 10007-2179
(212) 815-1188

Queens Office:
94-11 217th Street
Queens Village, NY 11428
(718) 254-0787

Website:
<http://www.local1321.org>

THE CONTRACT, THE ECONOMY AND LAYOFFS

There has been, needless to say, a great deal of concern and anxiety about the impact of the Mayor's budget reductions to the Library.

The city-wide (salary) contract has a strong no layoff clause. This clause, unfortunately, lapses on June 30, 2002. The DC37 Research & Negotiations will try to extend the coverage of the no layoff clause.

While the Library has the right to layoff staff it MUST follow the provisions of Article XII "Layoff of Employees". This clause is fairly long (4 pages). It is available on the Local 1321 website (<http://www.local1321.org/1321serv/contract/article12.html>). You may also access this clause from the homepage (<http://www.local1321.org>) by clicking on "Contract" and then click on Article XII. This contract is still in effect despite showing an expiration date of

September 30, 1999 and will remain in effect until a new local working conditions contract is negotiated and approved.

If layoffs are in the cards then the Local and DC37 will insist that the contract be followed and that the Library open its books to verify its financial situation. The Library, after all, found a million dollars recently and immediately spent it on materials.

If you receive any notification, verbal or written, of layoff, contact the Local IMMEDIATELY.

City-wide negotiations have been held to determine how the final 1 % of the last salary package is to be distributed. If taken as an across the board raise this amount will be reduced to a little over 9/10 of 1%. If taken as a recurring payment (RIP) it will keep the full 1% value. The across the board has the immediate advantage of putting money into the pockets of members immediately while the RIP would have more of a value over a long period of time.

THE CASH DRAWER ISSUE

I have received numerous calls regarding the implementation of the Library's new cash drawer system. DC37 Council Rep Barbara Terrelonge and I presented a number of questions about this new system at a labor management committee meeting on April 26th.

I feel that the Library was obligated to bargain with the Union before it unilaterally changed a term and condition of employment. The new cash drawer system will impact on all non blue-collar employees. The Library claims that the new cash drawer system is simply a modification of what had been done in the past and that it is their right to do so under the Management Rights clause of our contract. The fact remains that only the office associates, BLM's, and ABLM's were responsible for the Library's funds and that the only real responsibility of any other employee was simply to correctly make change when handling fees and fines.

This matter has been referred to the DC37 Legal Department and has already been assigned to an attorney. If the DC37 Legal Department finds that the Library did not negotiate a mandatory subject of bargaining ("terms and conditions of employment") then we will proceed with an unfair labor practice.

EMPLOYEE HANDBOOK

The Library's new employee handbook is still under review at DC37 Legal. The most objectionable parts of the handbook had to do with "personal inspections". There is a lot of information about the privacy rights of employees at the workplace and much seems to be at odds with each other. What is clear is that signing the form did not mean that you gave up any of your union protections. We will notify you of the Legal Department's findings as soon as it is received.

LOCAL WORKING CONDITIONS CONTRACT

Negotiations for a local working conditions contract have usually been a protracted and arduous affair. The current round has been no different.

Management and the Union met in a "pre" bargaining session to see if we could narrow the differences. To this end the Local reduced its demands from 43 -to 17. The Library reduced its demands from 20 to 12 but left a number of "deal busters" on the table.

One of the items still on the table is the transitcheck/metrocard demand, which should result in cash savings for both the

employer and the individual employee who utilizes public transportation. Management recently did a transportation survey to determine how many employees utilize public transit

Another "pre" bargaining session has been scheduled for June 5th and we anticipate that we will be able to resume bargaining with the full committee.

CUSTODIAL ISSUES

A number of custodial issues were brought up at our last general membership meeting on May 21st. The Local will draw a letter requesting information and then ask for a labor management committee meeting on these issues.

RETIREMENT TIP FOR TIER I MEMBERS

One of the great, but unknown benefits available to Tier I employees in the New York State Retirement System is its "210 rule". Most of us are aware that your pension is based on the average salary of an employee's highest three years (usually the final 3). The 210 rule allows an employee to turn in up to 210 hours of annual leave to NYSRS. The cash value of this annual leave will be added to your final average salary resulting inn a higher pension check. I've calculated this to be worth a little over 3%.

AFSCME CONVENTION

I will be at the AFSCME convention from June 22 through June 29th. If you need to talk with a union rep or if you have a problem you can call Barbara Terrelonge at (212) 815-1941.

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When an employee goes off "active pay status" for any reason (retirement, termination, LWOP, etc.) the Library will recoup one weeks pay. For employees who were on the payroll in 1999 this recoupment is based on the amount forwarded in 1999 dollars not your current salary.

This was clearly stated in the Library's memo "Expedited Payment of Earning" dated October 8, 1999. This memo stated that "when you leave the Library's payroll, whenever that may occur, the advanced money will come out of your last paycheck. There will be no interest charged, only the amount advanced to you must be paid at that time".

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This Month's Events

June 18, 2002
7:00
Forest Hills Jewish Center, 106-06 Queens Blvd.
Membership Meeting

Local 1321
125 Barclay Street
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