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Title: **Baldwin Public Library and Baldwin Public Library Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau County Municipal Employees Local 882 (2004)**

Employer Name: **Baldwin Public Library**

Union: **Baldwin Public Library Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Nassau County Municipal Employees 882**

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AGREEMENT

by and between the
BOARD OF TRUSTEES

of the
BALDWIN PUBLIC LIBRARY

and
**CSEA Local 1000 AFSCME,
AFL-CIO**

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AUG 08 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Baldwin Public Library Unit
Nassau County Municipal Employees Local 882

July 1, 2004 - June 30, 2009

AGREEMENT made as of the 20th day of ~~April~~ June 2007, between the BOARD OF TRUSTEES OF THE BALDWIN PUBLIC LIBRARY, Baldwin, New York, hereinafter referred to as the "LIBRARY", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, Baldwin Library Unit, hereinafter referred to as the "CSEA".

ARTICLE I - RECOGNITION

The LIBRARY recognizes the CSEA as the sole and exclusive bargaining agent during the period of this Agreement for all persons regularly employed as full-time Senior Librarians, Librarians I and II, Principal Clerk, Senior Clerk, Clerk Typist, Clerk or Library Aide, Library Trainee, Network Specialist I, and Cultural Affairs Programs Specialist, and excluding the Director's Secretary, Administrative Assistant and Clerk assigned to the Director, and all others.

ARTICLE II - PROCEDURES

Section 1 If there is no challenge to CSEA's representation status at the end of the contract period, CSEA shall be empowered to negotiate the next employment contract.

Section 2 In the event that the Baldwin Public Library Budget is defeated at the annual budget vote, the Board of Trustees shall have the option to void and nullify this entire contract (except in so much as it recognizes the CSEA as bargaining agent) and the parties shall renegotiate a new contract in good faith.

Section 3 During negotiations, the parties shall exchange points of view and make proposals and counter-proposals.

Section 4 This Agreement and any subsequent agreements shall be signed by the President of the BOARD OF TRUSTEES OF THE BALDWIN PUBLIC LIBRARY and by the CSEA's representatives.

ARTICLE III - WORK HOURS, ETC.

Section 1 Except as hereinafter provided, all existing policies pertaining to absences, leaves and vacations, etc. shall remain in effect.

Section 2 - Use of Car: If an employee is requested by the Director to use his or her own car for the LIBRARY, such employee shall be compensated at the mileage rate established by the Internal Revenue Service.

Section 3 - Workweek: Hours of work shall be thirty-five (35) hours a week. Employees working more than 35 and less than 40 hours weekly will be entitled to compensatory time and employees working more than 40 hours weekly shall be entitled to 1-1/2 times compensatory time for each hour in excess of forty hours worked. The pay periods shall be bi-weekly for all full-time employees. Compensatory time shall be granted only with Administration authorization and shall be used by an employee in the current or following pay period.

Section 4 - Time Clocks: Professional employees shall not be required to use time clocks. They shall note their time of arrival and leaving by signing attendance sheets. Non-professional employees shall continue to use time clocks.

Section 5 - Rest Periods: Each full-time staff member is allowed a relief period of fifteen (15) minutes during each half-day's schedule. A relief period is meant to provide a time of relaxation from the tension of work schedule and must be taken away from the work area. Under no circumstances may it be taken at the beginning or end of the work schedule, in conjunction with a meal period, nor may it be used to make up lost time or be joined together and taken in a one-half hour period. If any employee has cause to leave the building during a rest period, permission must be secured from the Director or Assistant Director.

Employees working more than six continuous hours daily shall take a minimum thirty minute meal break.

Section 6 - Annual Vacations Certified Librarians shall receive twenty (20) days; upon completion of eleven (11) years shall receive twenty-one (21) days; upon completion of twelve (12) years shall receive twenty-two (22) days; upon completion of thirteen (13) years shall receive twenty-three (23) days; upon completion of fourteen (14) years shall receive twenty-four (24) days; and upon completion of fifteen (15) years shall receive twenty-five (25) days of vacation annually.

All vacations will commence on or after July 1st and be based upon periods of employment prior to July 1st of each succeeding year; however, five days annual vacation time may be carried over to the immediate succeeding fiscal year prior to June 30th. When vacation days are carried over to the succeeding fiscal year, no more than ten (10) consecutive vacation days are to be taken without the approval of the Library Director.

Vacation eligibility for new professional employees shall be determined in a manner similar to non-professional employees. (See Appendix "A").

In no event, however, shall vacation leave start before six (6) months of employment has elapsed, and such vacation leave shall be pro-rated on the fiscal year.

Non-professional employees employed full-time shall be granted vacations as follows:

Employed more than six months but less than one year.	up to 10 days pro-rated
Employed 1 year or more but less than 2 years	11 days

Employed 2 years through
4 years 15 days

Employed more than 4 years
through 10 years. 19 days

Employed more than 10
years through 15 years. . . . 21 days

1 day for each FULL year
of employment exceeding
15 years but not to exceed
a total annual vacation of .25 days

All members hired prior to December 31st in any year shall, after the first year of employment, receive credit for vacation purposes from July 1st of that year.

Members must take two (2) weeks of the vacation in minimum blocks of five (5) days. Any additional vacation due a member may be taken at the member's discretion with prior approval by the Library Director.

Seniority in service at Baldwin Public Library shall be the deciding factor in choice of vacation time if requests for vacation time are submitted in writing no later than May 1st prior to the vacation year or one hundred twenty (120) days in advance of the vacation time when an employee is selecting a minimum of five (5) days. Thereafter vacation time will be granted in order of request. However, a minimum period of ten (10) days' notice of request for vacation time must be given to the Director or Assistant Director. The Library Director shall have the discretion to disallow vacation requests if in his\her determination the Library cannot be adequately staffed by reason of staff vacations and absences.

Each employee shall be free to request additional vacation without pay but such additional days shall not be granted unless, in the sole judgment of the Director or Assistant

Director, such additional vacation days will not disrupt or inconvenience the LIBRARY or its patrons.

Upon retirement or separation from employment employees will be compensated for accrued, unused vacation leave days to a maximum of the number of days accrued during the preceding fiscal year July 1st through June 30th.

Section 7 - Bereavement Leave Bereavement leave of three (3) days shall be granted for death of spouse, mother, father, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Section 8 - Sick Leave Each full-time staff member shall be entitled to thirteen (13) days of sick leave each fiscal year. In the event any one absence, by reason of sickness, shall extend beyond five (5) consecutive days, a written certificate from the attending physician must be filed with the Director. In the event all of the allowable sick leave is not utilized during any one (1) fiscal year, such unused leave may be accumulated to a maximum of seventy (70) days for sick leave only. All sick leave in excess of seventy (70) days shall be reduced to seventy (70) days upon the payment of one (1) day's pay for each three (3) days of canceled sick leave. Any employee shall have the option to reduce sick leave below seventy (70) days and shall be compensated at the rate of one (1) day's pay for each three (3) days canceled.

Upon retirement, unused sick leave not in excess of seventy (70) accumulated sick leave days shall be compensated at a rate of one (1) day's pay for each two days of unused sick leave, for a maximum of forty (40) days pay. However, any employee retiring between July 1st and September 30th, shall forfeit 9 of the 13 allotted annual sick leave days.

In the event an employee uses sick leave on the day immediately preceding or following a holiday or scheduled day off, the Director or Assistant Director may require a

doctor's note.

Any employee may have a leave of absence of one (1) year based on illness without loss of position or rating. However, neither annual leave, sick, nor any other benefit of employment will accrue to an employee during that leave of absence period nor will that period of absence be applied towards increment credit.

Section 8-A: Medical Examination:

LIBRARY may require an examination of an employee on sick leave or disability, or of an employee who the Board believes may be unfit or incapable of performing his/her job duties by a Library designated physician. For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to LIBRARY directed examinations of employees; which provisions and the judicial interpretation thereof shall govern. LIBRARY will notify CSEA of such scheduling of a medical examination at anytime prior to the examination.

Section 9 - Holidays The following holidays are paid holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents' Day	Election Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
	Christmas Day

In the event that the LIBRARY shall be open on a contractual holiday, the rate of pay per employee shall be time and one-half. In the event that the LIBRARY shall be open on a contractual holiday and Sundays, the LIBRARY agrees to first offer up to fifty (50%) percent of such hours to full-time employees and thereafter to part-time staff; and thereafter to part-time substitute staff to the extent holiday and Sunday hours can be so voluntarily scheduled; and to the extent such holiday and Sunday hours cannot be so filled, LIBRARY may assign employees

hired after September 1, 1989 such hours on a rotating basis. Full-time employees working holiday and Sunday hours shall be compensated at a rate of one and one-half times their hourly rate of pay.

Section 10 - Personal Days There shall be four (4) personal leave days each fiscal year, which shall be non-cumulative. The LIBRARY agrees to pay for unused personal leave days at the end of each fiscal year.

Section 11 - Jury Duty Leave with pay shall be granted to all employees for the time spent on jury duty, upon payment to the LIBRARY of any jury duty compensation. Employees who return their Jury Duty stipend and fail to have transportation costs separated shall receive that transportation cost from the LIBRARY.

Section 12 - Infant Care Leave Infant Care leave is for a period of up to twelve (12) months and is without pay. Neither annual leave, sick leave, nor any other benefits of employment will accrue to an employee during that leave of absence period nor will that period of absence be applied towards increment credit.

Section 13 - Room Temperature: Anytime the temperature falls below 55 degrees inside the LIBRARY, as verified by the Director or Assistant Director, the employees may leave without loss of pay. The employees, however, shall remain available by telephone to report back to work immediately on the heat being restored.

Section 14 - Smoking Prohibition: Smoking by employees is prohibited throughout Library premises.

ARTICLE IV - GRIEVANCE PROCEDURES

Section 1 "Grievance" shall mean any claim, violation, misinterpretation, or inequitable application of the terms of this Agreement. However, it shall not include matters

involving any employee's rate of compensation, retirement benefits, disciplinary proceeding, or any other matter otherwise reviewable pursuant to law.

Section 2 Any employee feeling aggrieved pursuant to Section 1 above may present his/her grievance in writing to the LIBRARY director or his/her designee within thirty (30) days of the occurrence which is the basis for the grievance. A reply shall be given in writing by the Director or his/her designee, stating the findings of that party and what action, if any, would be taken with respect to the grievance, and such reply shall be furnished to the employee within fifteen (15) days of the presentation of the grievance.

Section 3 If the grievance remains unresolved by the Director's ruling, the aggrieved party shall have the right to submit the grievance in writing to advisory arbitration. Such arbitration shall be conducted by an impartial party agreed upon between the Board of Trustees of the LIBRARY and the CSEA. In the event the parties are unable to agree upon an impartial arbitrator, an arbitrator shall be selected from the American Arbitration Association. The expenses of the arbitrator shall be borne equally between the parties.

Section 4 Within thirty (30) days after the next succeeding LIBRARY Board meeting following the receipt of a written decision from the arbitrator, the Board of Trustees of the LIBRARY shall notify the employee and the CSEA as to the decision reached by the Board of Trustees concerning the grievance submitted to arbitration.

ARTICLE V - REQUIREMENTS OF LAW

Section 1 LIBRARY agrees for purposes of making an appointment to a vacant civil service position to give due consideration to the appointment of a current employee to such a vacant position in the LIBRARY, provided the employee is reachable on the Civil Service Certified List of eligible candidates and the employee is in the LIBRARY'S estimation as

qualified by reason of skills and aptitude for appointment as are the other candidates. The foregoing shall not in any manner impair the LIBRARY'S discretionary rights of employee selection and appointment pursuant to the Civil Service Law and Rules and Regulations of the Nassau County Civil Service Commission.

Section 2 All openings for promotional positions having salary differentials shall be adequately published on available bulletin boards.

Section 3 In the event that an employee received a promotion, the employee shall move into his/her new title at a step representing at least a Five Hundred (\$500.00) Dollar annual increase in salary.

Section 4 All permanent employees who are appointed from a Civil Service List are afforded the protection of Section 75 of the Civil Service Law.

Section 5 All staff members are covered by Workers' Compensation. Injury to an employee during the performance of his/her duty must be reported to the Director or Assistant Director immediately.

ARTICLE VI - HEALTH AND DISABILITY COVERAGE

Section 1 - Health Insurance

a(1). The LIBRARY agrees to pay the full cost of the Empire Health Plan for the employee only and 50% of the cost of family coverage while he/she is an employee through June 30, 2007.

a(2). Effective July 1, 2007 LIBRARY agrees to pay the following percentage of the cost of the Empire Health Plan for active employee Individual coverage only for fulltime employees:

- Ninety-two and one-half (92-1/2%) percent for Employees hired prior to January 1, 2007
- Eighty (80%) percent for Employees hired subsequent to January 1, 2007

Together with and the following percentages of the cost of family (Dependents) coverage while he/she is an active employee:

- 50% for fulltime employees with less than ten years of Library service
- 55% for fulltime employees with more than ten years of Library service

a(3). Effective January 1, 2007, as a prerequisite to receiving health insurance, the employee and his/her dependents must submit satisfactory proof that health insurance is not available to the employee and/or his/her dependents from any other source. For purposes of this paragraph, if the health insurance of the employee's spouse or life partner as is available to employee is a health insurance plan offered through a municipality, school district, public library or not-for profit institution, or is a health insurance plan offered through a private or business employer with equivalent or nearly equivalent plan benefits and deductibles to LIBRARY'S health plan, employee will be ineligible for participation in the LIBRARY'S health plan. Moreover, if the employee's premium costs for participation in such spouse's health insurance plan exceed Employee's cost to participate in the LIBRARY'S health insurance plan, LIBRARY may in its sole discretion either provide the employee with participation in the LIBRARY'S health plan, or pay to the employee in lieu of health insurance coverage an amount equal to the employee's premium costs for participation in such spouse's/life partner's health insurance plan as would exceed Employee's cost to participate in the LIBRARY'S health insurance plan. For purposes of this paragraph "nearly equivalent plan benefits and deductibles" shall be defined as health plan benefits and deductible costs equal to 95% of the plan benefits and deductibles of the LIBRARY'S health plan.

b. The parties agree to continue to abide by the provisions contained in the Civil Service Law with regard to the statutorily mandated minimum contributions for employees and retirees for the duration of this five year Agreement, as follows:

1) Full-time employees enrolled in the New York State Health Insurance Program with the Baldwin Public Library after April 1, 1977 who retire from active employment with the Library may continue coverage in the Empire Plan at their own cost, and at no cost to the Library, to the extent authorized by Law.

2) Full-time employees enrolled in the New York State Health Insurance Program with the Baldwin Public Library prior to April 1, 1975 who retire from active employment with the Library and into the New York State Employees' Retirement System will receive in retirement the minimum percentage of Library contribution towards retiree's Health

Insurance premiums prescribed by Statutory Law of 50% Individual coverage and 35% Family coverage.

3) Full-time employees enrolled in the New York State Health Insurance Program with the Baldwin Public Library between April 1, 1975 and April 1, 1977 who have twenty years full-time employment with the Library and who retire from active employment with the Library and into the New York State Employees' Retirement System will receive in retirement the minimum percentage of Library contribution towards retiree's Health Insurance premiums prescribed by Statutory Law of 50% Individual coverage and 35% Family coverage.

4) Full-time employees enrolled in the New York State Health Insurance Program with the Baldwin Public Library subsequent to April 1, 1977, and who retire from active fulltime employment with the Library into the New York State Employees' Retirement System subsequent to July 1, 2006, and who have twenty years full-time employment with the Library, will receive during the initial ten years of retirement the percentage of Library contribution towards retiree's Health Insurance premiums of 50% Individual coverage and 35% Family coverage.

5) The Library may select an alternative Health Insurance Carrier that provides equal or better benefits. In the event the parties cannot agree on whether the benefits are equal or better, that issue only will be referred to a triplicate panel. The Union shall appoint one member of the panel and the Library shall appoint one member and the third shall be a neutral mutually selected, costs to be shared and the decision of the majority of the panel as to whether or not the benefits are equal or better, shall be binding upon the parties.

6) The Library may create a Flexible Spending Plan as authorized pursuant to the provisions of Section "125" of the Internal Revenue Code for Health Insurance premiums.

Library will consult with CSEA prior to the establishment of such a Flexible Spending Plan.

Section 2 The LIBRARY shall apply for disability benefits when appropriate. In the event LIBRARY receives disability benefits for a period during which an employee is utilizing sick leave days, the LIBRARY shall convert such disability payments into sick leave days on a dollar-to-dollar basis (i.e., if an employee's salary is Thirty (\$30.00) Dollars per day, a disability payment of Ninety (\$90.00) Dollars received by the LIBRARY shall entitle the employee to three (3) days of sick leave). Each full-time employee shall be covered by the New York State Disability Insurance coverage, according to law.

ARTICLE VII - RETIREMENT

Section 1: The LIBRARY agrees to pay the full cost of the employee's retirement contribution to the New York State Retirement System, adopting the pension benefit system of Section 75I for all employees who became members of the System prior to July 1, 1976. For all employees hired subsequent to July 1, 1976, the LIBRARY shall pay costs as required by law, pursuant to Section 75i.

ARTICLE VIII - SALARY SCHEDULE

Section 1: Starting salaries shall be established and adjusted by Library in its discretion; however the starting salary of a new employee shall not exceed the starting salary of an existing employee, and should the starting salary of any newly hired employee be within \$500 of the salary of an existing employee employed in the same title for a minimum of nine months, the existing employee's salary shall be increased so as to be \$500 greater than the newly hired employee's salary.

Section 2: During each of the five years of this Agreement, every employee who

has been on staff for at least four (4) months prior to the effective date of scheduled increases hereinafter stated shall receive an increase on his/her salary as indicated on Schedule "A" annexed, based upon the following:

- Year 1: 2%
- Year 2: 3%
- Year 3: 3%
- Year 4: 3.9% +\$2,000
- Year 5: 3.9%

Section 3 (a) An employee who completes ten (10) consecutive years of service shall receive Five Hundred (\$500.00) Dollars additional longevity payment.

An employee who completes fifteen (15) consecutive years of service shall receive Five Hundred (\$500.00) Dollars additional longevity payment.

An employee who completes twenty (20) consecutive years of service shall receive Five Hundred (\$500.00) Dollars additional longevity payment.

(b) Longevity shall be paid to eligible employees in two equal lump sum amounts, i.e., the first to be paid at six months following eligible employee's anniversary date of employment, and the second to be paid twelve months following the same anniversary date.

Section 4 - Starting Salary Prior Experience Adjustment

The Board of Trustees shall be authorized to appoint new employees to Civil Service positions in the Library at a salary above the starting salaries set forth in Article VIII hereof, based on past experience in the classification (e.g. Librarians, Clerk Typists, etc.)

Section 5. Library may pay additional compensation to employees assuming additional duties and responsibilities on a specific project on a temporary basis.

Section 6. Library may pay additional compensation to employees based upon additional specialized duties. Library shall consult with CSEA at CSEA's request regarding such

established salaries.

ARTICLE IX - WORK STOPPAGES

Section 1 The CSEA and the LIBRARY recognize that strikes and other forms of work stoppages by Civil Service Employees are contrary to law and public policy. They subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the LIBRARY; the CSEA, therefore, agrees that there will be no strikes, work stoppages, or other concerted refusal to perform the work by employees, and there will be no instigation thereof. The LIBRARY agrees to bargain in good faith with the CSEA and will not use any tactics which may be deemed as unfair labor practices under applicable laws, and the CSEA agrees to keep its members informed of all negotiations.

Section 2 - Taylor Law Notice

IT IS FURTHER 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE X - DUES AND INSURANCE DEDUCTIONS

Section 1 The CSEA assumes full responsibility for all dues and insurance money once they are turned over to the CSEA.

Section 2 Deductions authorized by an employee shall continue in force unless and until such employee shall notify the LIBRARY in writing of his/her desire to discontinue such deductions.

Section 3 Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Treasurer of the CSEA at P.O. Box 7125, Capitol Station, Albany, New York.

Section 4 The LIBRARY agrees to deduct from the salaries of its members dues and/or life, sick, and accident deductions for the CSEA, if such deductions are authorized by the employee in writing. The moneys so deducted are to be transmitted to the CSEA as hereinabove described. Employee authorization shall be in writing and in a manner consistent with Section 933 of the General Municipal Law and Chapter 392 of the Laws of 1967 or as those laws may be amended.

Section 5 Upon request of the employee, salary deductions will be made for the Tax sheltered annuity plan(s) currently in effect. Library may maintain a maximum of three tax free annuity plans for employees' participation, subject to participating employees' waiver of all claims against the Library for the terms, conditions, costs and losses resulting from employees' participation.

Section 6 On the effective date of agreement, the employer shall supply to the unit a list of all employees in the bargaining unit showing the employee's full name, home address, Item Number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall be provided to the unit on an annual basis.

ARTICLE XI - MANAGEMENT

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and background, evaluate job performance, supervise and direct the working force; to discipline, suspend or discharge for cause; to transfer or lay off employees for lack of work; to determine

the kind, character and class of work of any particular job classification in accordance with Civil Service Rules and Regulations; to take on work; to transfer employees and determine the manner, location and place of work within the LIBRARY; scheduling and notices of leave; to establish standards of performance; to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law.

ARTICLE XII - TERMS OF CONTRACT

Section 1 As hereinabove provided, this Agreement shall commence on July 1, 2004 and terminate on June 30, 2009.

Section 2 Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of either party's rights to insist upon strict performance of such provisions notwithstanding any subsequent default of the same or similar nature.

Section 3 If any provisions of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Section 4 This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

ARTICLE XIII - FAMILY AND MEDICAL LEAVE ACT (hereinafter "ACT")

AMERICANS WITH DISABILITIES ACT (hereinafter "Disabilities Act").

It is understood and agreed that irrespective of the specific leaves of absence or benefits recited in this Agreement (paid or unpaid), provided LIBRARY is required by the ACT

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 XIII shall be construed to provide for paid leave. Paid leave under this agreement is governed solely by Article III above. 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 Sections 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 XIII(A-C) 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 XIII 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

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.

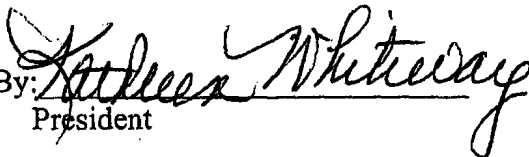
D. This Article XIII(D) is added to this Agreement solely to denote the awareness of the Employer and the Employee Unit and its representative herein with the Disabilities Act and to affirm the intent of the undersigned to abide by the rights, duties and obligations accorded and provided by the Disabilities Act with respect to both the employees and employer hereunder whether or not specifically noted in this Article XIII and further that if any provision of this Agreement as herein set forth is violative of any provisions of the Disabilities Act, such provisions shall be deemed amended pursuant to and in compliance with the pertinent provisions of the Disabilities Act.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Board of Trustees
Baldwin Public Library

By: 
President

CSEA Local 1000

By: 
President


Collective Bargaining Spec.

APPENDIX "A"

EXAMPLES OF VACATION DETERMINATION

If a person was employed October 1, 2000, his/her vacation credit would be counted from October 1, 2000 to June 30, 2001. This would mean for non-professional employees, 7 1/2 days, i.e., three-quarters of the annual vacation for the category and it would be available to be taken starting July 1, 2001. If this person were to leave between April 1 and June 30, 2001, he/she would be entitled to a pro rated (based on the last day of employment) accrued vacation payment upon termination.

If a person was employed April 1, 2001, his/her vacation credit would be counted from April 1 to June 30, 2001. This would mean for non-professional employees, 2 1/2 days, i.e., one-quarter of the annual vacation for this category. However, the vacation may not be taken until October 1, 2001, which represents the end of six months employment. If a person does not remain employed for six months, he/she forfeits his/her right to any vacation.

Baldwin Public Library
Salaries 2004 - 2009

	Current Annual Salary	Year 1 Salary (04-'05)	Year 2 Salary (05-'06)	Year 3 Salary (06-'07)	Year 4 Salary (07-'08)	Year 5 Salary (08-'09)
<u>Librarian I</u>						
D'Accordo, S. (11/6/06)	37,081	n/a	n/a	38,957	42,476	44,133
		n/a	n/a	21.40	23.34	24.25
Holleufer, J. (11/6/06)	37,081	n/a	n/a	38,957	42,476	44,133
		n/a	n/a	21.40	23.34	24.25
Polavarapu, A. (2/15/05)	38,000	38,000	39,140	40,314	43,886	45,598
		20.88	21.51	22.15	24.11	25.05
Rosenthal, R. (3/1/05) *	39,081	37,081	38,193	41,339	44,951	46,705
		20.37	20.99	22.71	24.70	25.66
<u>Information Technology Aide</u>						
Hernandez, D. (9/20/04) *	34,500	29,500	35,385	36,447	39,868	41,423
		16.21	19.44	20.03	21.91	22.76
Myers, C. (3/20/06)	28,500	n/a	28,560	29,417	32,564	33,834
		n/a	15.69	16.16	17.89	18.59
<u>Librarian II</u>						
Baselice, G.	47,348	48,295	49,744	51,236	55,234	57,388
		26.54	27.33	28.15	30.35	31.53
Daly, E.	43,102	43,964	45,283	46,641	50,460	52,428
		24.16	24.88	25.63	27.73	28.81
Kappelmier, W.	48,004	48,964	50,433	51,946	55,972	58,155
		26.90	27.71	28.54	30.75	31.95
Kobbe, M.	53,686	54,760	56,403	58,095	62,360	64,792
		30.09	30.99	31.92	34.26	35.60
<u>Librarian Trainee</u>						
Millerick, S. (7/1/06)	30,226	n/a	n/a	31,755	34,993	36,358
		n/a	n/a	17.45	19.23	19.98
<u>Senior Clerk</u>						
Gehrig, M.	28,417	28,985	29,855	30,751	33,950	35,274
		15.93	16.40	16.90	18.65	19.38
Holup, E.	27,417	27,965	28,804	29,668	32,825	34,106
		15.37	15.83	16.30	18.04	18.74
Lass, D.	29,306	29,892	30,789	31,713	34,949	36,312
		16.42	16.92	17.42	19.20	19.95
VanBrunt, J.	27,417	27,965	28,804	29,668	32,825	34,106
		15.37	15.83	16.30	18.04	18.74
Zilinsky, S.	27,417	27,965	28,804	29,668	32,825	34,106
		15.37	15.83	16.30	18.04	18.74
<u>Clerk/Clerk Typist</u>						
Chang, A.	21,569	22,000	22,660	23,340	26,250	27,274
		12.09	12.45	12.82	14.42	14.99
Schena, H.	22,052	22,493	23,168	23,863	26,794	27,838
		12.36	12.73	13.11	14.72	15.30
<u>Library Aide</u>						
Ayers, D.	28,133	28,696	29,557	30,443	33,631	34,942
		15.77	16.24	16.73	18.48	19.20
Pantuliano, R.	27,464	28,013	28,854	29,719	32,878	34,161
		15.39	15.85	16.33	18.07	18.77
Pepino, C.	21,840	22,277	22,945	23,633	26,555	27,591
		12.24	12.61	12.99	14.59	15.16
Schenker, A. (4/6/06)	28,000	n/a	28,000	28,840	31,965	33,211
		n/a	15.38	15.85	17.56	18.25
Shea, P.	19,201	19,585	20,173	20,778	23,588	24,508
		10.76	11.08	11.42	12.96	13.47
Turner, P. (10/3/05)	20,511	20,511	21,126	21,760	24,609	25,569
		11.27	11.61	11.96	13.52	14.05
Wahrenburg, J.	19,195	19,579	20,166	20,771	23,581	24,501
		10.76	11.08	11.41	12.96	13.46
Whiteway, K.	29,023	29,603	30,492	31,406	34,631	35,982
		16.27	16.75	17.26	19.03	19.77
Total F/T CSEA	813,571	656,095	737,338	871,127	957,101	994,428

* Extra salary paid as compensation for added responsibilities.

SCHEDULE A

5/9/2007

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Danny Donohue, President

