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AGREEMENT

by and between the
BOARD OF TRUSTEES

of the
BRENTWOOD PUBLIC
LIBRARY

and
CSEA Local 1000 AFSCME,
AFL-CIO

July 1, 2007 - June 30, 2012
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rev 11-3-03
AGREEMENT between the Board of Trustees of the Brentwood Public Library, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO, Brentwood Public Library Unit, hereinafter called the "Association".

I. RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining agent for the permanent members of the Library, staff, hereinafter referred to as employees, excluding pages, guards (security) the Library Director, Assistant Director, Business Manager, Public Service Librarian, 3 Administration Adjunct Librarians III, Principal Account Clerk, Account Clerks, Senior Library Clerks and Director's Secretary assigned to Administration, and any other employees who have duties of a confidential, managerial nature.

2. The specific classifications included in the unit are set forth in the attached starting salaries schedule.

3. The Civil Service Employees Association, Inc., having been (recognized or certified) as the exclusive representative of employees within the bargaining unit represented by this agreement, for so long as New York State law required same, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, for so long as New York State law requires same, in an amount equivalent to the membership dues levied by the Civil Service Employees Association, Inc. The employer shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing:
1. Agency shop fee payor name

2. Social security number

3. Dollar amount deducted for agency shop fees

A separate check made payable to CSEA, Inc. covering the agency shop fee deductions along with the listing will be forwarded at the close of each pay period to the:

Civil Service Employees Association, Inc.
143 Washington Avenue
Capitol Box 7125
Albany, New York 12224

Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to discontinue membership dues deductions or CSEA is no longer the certified exclusive representative of the Library employees.

4. The Board and the Association recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. Both parties subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the duties necessary to the normal operation of the Library. The Association therefore agrees that it will not authorize, cause or permit its members to cause any strike or stoppage, or other interference with Library operations, nor will any member of the Association take part in a strike, stoppage or other interference with Library operations.

Both parties shall comply in all respects with the Taylor Law. Violation of this provision shall subject the parties and individuals to the penalties provided by law.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
5. The Board and the Association agree not to discriminate in any way against any employee because of race, religion, creed, color, national origin, political affiliation, sex, age, membership or non-membership in the bargaining unit.

6. Library shall provide the Association with a list of all Library Employees annually.

II. COMPENSATION

1. Full-time employees employed with the Library as of June 30, 2007, shall receive an annual salary increase effective July 1st of each year of this Agreement's five year term, (with the first such increase effective July 1, 2007 based upon the salaries thereon as received by such employees during the 2006-2007 fiscal year), (each successive year's salary increase is to be based upon the preceding year's salary) as follows:

Each year of this Agreement, Library shall calculate the amount of the salary fund by multiplying the preceding fiscal year's salaries of all Association members by the percentage indicated hereinbelow ("a" through "e"), and dividing such fund by the number of equivalent full-time (and part-time) positions of unit members in the respective categories of Clerical, Custodial and Librarian Staff, and shall distribute such additional compensation to equal amounts to such unit members, with proration of such additional compensation for part-time staff.

a. July 1, 2007 through June 30, 2008:
   Librarians, Custodial & Clerical: Four (4%) percent

b. July 1, 2008 through June 30, 2009:
   Librarians, Custodial & Clerical: Four (4%) percent

c. July 1, 2009 through June 30, 2010:
   Librarians, Custodial & Clerical: Four (4%) percent

d. July 1, 2010 through June 30, 2011:
   Librarians, Custodial & Clerical: Three and 95/100 (3.95%) percent
e. July 1, 2011 through June 30, 2012:
Librarians, Custodial & Clerical: Three and 95/100 (3.95%) percent

Library may increase compensation of an employee or provide stipends based upon meritorious performance during the term of this Agreement.

** All part-time salary increases are prorated on the basis of a 17 hour work week, with actual hourly wages to be calculated on the basis of the annual salary for part-time positions divided by 884 hours.

** The annual percentage increase excludes longevity payments.

** "Clerical" for purposes of this Article includes all clerical, Library Assistant and non-Librarian titles in the Staff Association.

2. Base starting salaries of new employees with no previous experience shall be established by the Library during the term of this Agreement in the minimum amounts specified in Schedule "A", annexed; however, subject to Library's discretion to adjust such starting salaries.

3. Library may establish starting salaries for new employees with previous experience in amounts greater than the base annual salary specified in Schedule "A". Library's discretion to increase base starting salaries and low-end salaries of certain employment categories beyond the minimum salaries established above, not in excess of $3,500. The salaries of any salaried employees overtaken by such salaries increases with more than one year service in such title shall be adjusted by Library to a minimum of $500 more than the amount of the increased starting salaries, with such salary adjustments made effective immediately upon Board approval, or phased-in over two years of the Agreement. Library Director or Board shall consult with representatives of the Staff Association prior to implementation of such additional salary increases.

4. Annual salary increases are based upon satisfactory performance. Less than satisfactory performance of duties may result in the withholding of an increase; however, the Director must confer with any employee whose service is less than satisfactory at least twice during the six (6) months before July 1st in order to fully acquaint the employee with those areas of his work which require improvement. Director
may in his/her sole discretion grant one-half of the annual salary increase effective January 1st following the July 1st withholding of an employee’s annual salary increase based upon the employee’s satisfactory performance of duties during the six month period preceding January 1st.

5. The Board may set salaries of positions not currently in existence, including Library trainees, as the Board determines. The Board shall provide notice and consult with the Association; however, the Board’s determination of salaries shall not be negotiable.

6. The Board may pay additional compensation to employees given temporary additional duties and responsibilities for a period not to exceed one year.

7. Upon promotion, fulltime professional employees shall receive a minimum additional $1,500 in salary, fulltime clerical employees a minimum additional $1,100 in salary, and fulltime custodial employees a minimum additional $750 in salary.

8. All bargaining unit employees will receive a printout of their upcoming year’s salary with the first paycheck following July 1st of each year.

III. GRIEVANCE PROCEDURE

1. The term “grievance” shall mean any dispute concerning the interpretation or application of the provisions of this Agreement. A grievance may be initiated by an employee in concert with the Association, or by the Association in its own name, if the Association deems such action to be necessary. The term “grievance” shall not include any matter involving an employee’s retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. A grievance shall be deemed waived unless presented in full within thirty (30) days after the event on which the grievance is based, is known, or should have been known by the grievant.

2. If a grievance cannot be resolved informally between the employee aggrieved and the Director, such grievance may then be taken up by said employee and the CSEA representative with the Library Board. Such grievance must be presented in writing
within thirty (30) days after the cause of the grievance first arose.

In the event that such dispute is not then disposed of, it shall be referred, by either party, to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties, for an advisory recommended decision, which shall thereafter be reviewed by Board prior to the Board’s rendering of a final determination.

The Board shall render its final determination in writing within thirty days of receipt of the Advisory Arbitrator’s Decision and recommended resolution, and the Board’s determination shall be final and binding on the parties.

3. The costs of the services of the arbitrator shall be shared equally by both parties to this Agreement.

4. It is understood that at all stages of the grievance procedure, the employee has the right to representation by the Association, and that this representation by the Association may not be waived without the permission of the employee, and then only in the initial stage (informal) of the grievance.

IV. BOARD RIGHTS AND CSEA RIGHTS

1. The Association shall certify in writing within ten (10) days of their election, the names of their officers, to the Director.

2 (A). The President of the Association or his/her designee, schedule permitting, shall be allowed up to three (3) days per year, with pay, to attend union workshops or conventions, and to attend a Grievance or PERB proceeding, as reasonably necessary as a party or witness therein.

   In order to attend such workshops or conventions, the President or his/her designee shall receive prior approval by the Director.
(B). The Staff Association's President, or his/her designee (a Staff Association officer), shall be provided release time in order to attend a conference between the Director and an employee who has been provided notice by Director of his/her right to have a union representative present. Employees are accorded certain rights to Staff Association representation as provided under Section 75 of the Civil Service Law.

3. All Association meetings, whether Executive Board or Membership, shall be held before or after working hours.

4. The Board shall consult with the Association before the adoption of a new policy or any revision in an existing policy which would affect the terms and conditions of employment of staff members. The Association shall have a minimum of ten (10) days to review such policy. Further consultation will be held upon notification by the Association to provide CSEA the opportunity to propose modification in the above.

5. It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. The arbitration panel may not make decisions in violation of law.

V. CONDITIONS OF EMPLOYMENT

1. The Board agrees to maintain one (1) official personnel file for each employee. Upon request to the Director, an employee shall be permitted to examine his/her official file. In case of need, the Director shall reproduce any material referable in his/her file for the employee.

2. Working Day: a) Full 7 hours per day, exclusive of one hour for lunch or dinner,
except for custodial staff, which consists of 8 hours per day, exclusive of a one hour meal period daily. If scheduled, full-time employees must work 7 hours daily, exclusive of one hour for lunch or dinner.

b) Part-time employees hours: as scheduled.

c-1) Employees working 7 hour days, shall at times designated by the Director have two 15 minute breaks. (1 prior and 1 subsequent to the meal break).

c-2) Employees working 4 hours - one 15 minute break if schedule permits.

d) Due to liability considerations, all employees must remain on premises during breaks. Break time cannot be cumulative.

e) Employee may elect time and one-half compensation or straight compensatory time for overtime worked in excess of forty hours weekly. Such overtime and compensatory time must be approved by the Director, in advance.

3. **Working Week:** Five (5) days at a rate of seven (7) hours, or 35 hours per week, except for custodial staff requiring 40 hours weekly. Non-Civil Service part-time employees less than 17 1/2 hours per week. There is no time restriction on the number of hours an unclassified employee can work.
4. **Working Schedule:**
   a) Work week shall be interpreted as Sunday through Saturday, as the schedule requires.
   
b) Sunday service will be assigned and compensated at time and one-half for full-time and part-time employees.
   
c) Over 40 hours worked in any week will be compensated by time and a half.

5. **Term Half Day:** Shall be 3 1/2 hours, with no break.

6. **Longevity:**
   Full-time employees shall be granted increases in salary in the following amounts:
   
   - Longevity of $750 paid commencing the eleventh year of employment;
   - Longevity of $1,000 paid commencing the sixteenth year of employment;
   - Longevity of $1,750 paid commencing the twenty-first year of employment;
   - Longevity of $2,000 paid commencing the twenty-sixth year of employment;

   Longevity is not added to base salary, and is non-cumulative, and is available only to full-time employees based upon years of full-time service.

7. **Part-time Employee:**
   a) Part-time employees are regularly scheduled for 17 1/2 or fewer hours a week, are paid an hourly wage and are eligible for the following benefits:
   
   **Vacation** - after one year of service, vacation will be accrued at the rate of two (2) hours per 68 hours monthly service beginning July 1, 2007.
   
   **Holidays** - four paid holidays prorated on their normal work day, New Year's Day, Fourth of July, Thanksgiving and Christmas. These
holidays will be automatically given, whether employee was scheduled to work on that day or not.

b) When a part-time employee is scheduled to work on a holiday on which the Library is closed, he/she may be rescheduled during the work week, if needed.

8. **Emergency Calls:** Employees called in for an emergency will be paid at least 3 hours pay.

9. Any part-time employee required by Employer to work a six (6) hour work shift will be entitled to a thirty (30) minute uncompensated break as designated by the Director.

10. Employer shall provide each fulltime custodian with three custodial uniform shirts and three custodial uniform slacks annually; and part-time custodial employees will receive such prorated uniform benefit.

VI. **HOLIDAYS**

1. The following holidays without loss of pay will be granted to all full-time employees: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and Martin Luther King Day.

2. The Library will be open 9 to 5 on Washington's Birthday, Presidents’ Day, Columbus Day and Veteran's Day. These holidays will be considered floaters. Full-time employees who work on such holidays will receive a day's pay in addition to credit for seven hours holiday time. This holiday compensatory time will be indicated on their time cards if they are scheduled to work.

3. On Easter Sunday and Mother's Day, and Thanksgiving Eve from 5:00
o'clock p.m. to 9:00 o'clock p.m., the Library will be closed. No holiday pay may be received by any employee.

4. Whenever there is a conflict between the calendar date of the holiday and the legislative date, the holiday shall be observed on only one of those dates as selected by the Board.

5. All holiday compensatory time must be used within one (1) year from the date such compensatory time is earned.

VII. VACATIONS

1(a) Professional employees (full-time) hired will receive:

22 days annually at the completion of one year and through the fifth year of service.

23 days annually after five years of continuous full-time service.

1(b) Full-time clerical and custodial staff shall based on years of continuous full-time service receive the following annual vacation benefits:

5 days upon completion of six months service.

10 days annually upon completion of the first year through the fifth year of service.

15 days annually during the sixth and seventh years of service.

16 days annually during the eighth and ninth years of service.

20 days annually during the tenth and later years of service.

1(c) Full-time Library Assistants shall based on years of continuous full-time service receive the following annual vacation benefits:
15 days annually upon completion of the first year through the fifth year of service.

18 days annually during the sixth through eighth years of service.

20 days annually during the ninth and tenth years of service.

22 days annually during the eleventh through twentieth years of service.

For Employees hired prior to July 1, 2007: After ten years of continuous full-time service, there will be one extra vacation day earned. After twenty years of continuous full-time service, another vacation day will be earned. After twenty-five years of continuous full-time service, another vacation day will be earned.

2. Vacation shall be calculated as of the anniversary date of employment. Vacation credit will be accrued each full pay period for all full-time employees. Vacation may be taken as earned in minimum increments of one-half day.

3. Scheduling of vacation days shall be subject to the staffing needs of the Library as determined by the Director. When the vacation request of one employee conflicts with that of another, the request of the employee with seniority in the classification will take precedence.

4. At no given time can an employee accumulate more than the number of vacation days accrued during one year, and vacation leave must be taken within one year of the date accrued or it lapses, unless the accrual period is extended by the Director based upon compelling circumstances.

5. Any part-time employee who becomes a full-time
employee shall receive pro-rata vacation credit provided the service has been continuous.

6. The monetary equivalent of an Employee's accrued vacation days as specified in Paragraph "4" shall be paid to Employee upon retirement, and upon earlier separation from employment provided the Employee has been continuously employed for a period of at least twelve months prior to separation.

VIII. LEAVES

1. **Sick Leave**: Sick days are provided to protect employees in case of personal illness to themselves or their immediate family and shall not be used for any other purpose, except as provided herein.

Accrued sick leave may be utilized for sickness of an employee, or for caring for the sickness of the employee's spouse, child or parent. The current year's sick leave allocation, to a maximum of twelve days annually, may be utilized for caring for a sick sibling, grandparent, grandchild, father-in-law or mother-in-law who resides outside of the employee's home. The Director may under compelling circumstances, in her/his discretion, and without establishing a precedent or past practice, grant employees use of accrued sick leave for any of the aforementioned immediate family members not residing in the employee's home or for giving care to ill person residing with an employee in a long term close personal relationship. Employees shall complete a sick leave form as prepared by the Library to certify the circumstances of sick leave utilized by the employee.

a) Full-time employees shall be entitled to accrue three and one half hours sick pay for each full (70 hours) pay period. However, sick time cannot be used until after three (3) months of continuous paid service.
b) Part-time employees will earn sick pay at the rate of one and one half hours for every thirty-four (34) hours accumulated. However, sick time cannot be used until after three (3) months of continuous paid service, and may use up to two (2) prorated accrued days sick leave as personal leave.

c) Unused sick days may be accumulated up to a maximum of one hundred sixty (160) days.

d) A physician's certificate of illness may be required by employer, but ordinarily not for absences of less than five (5) consecutive work days. Employer shall have right to a medical examination of any employee pursuant to Section 913, Education Law.

e) Sick Leave must be utilized in minimum increments of one-half day.

2. **Advanced Sick Leave:** Ten days may be advanced, at the discretion of the Director, to a person who has used up their sick time. This time must be paid back by future earned sick time or by future disability payments.

3. **Personal Leave:**

   a) Full-time employees shall be granted four days (28 hours) leave annually, one such day to be credited on July 1st, October 1st, January 1st and April 1st of each year. New employees starting work after October 31st will receive only three days of personal leave, and those starting after January 1st will receive two days. Personal Leave must be utilized in minimum increments of one-half day.

4. **Death in Family:** Up to five (5) days leave will be granted to full-time employees and three (3) prorated days leave will be granted to part-time employees for death in the immediate family.
Immediate family shall mean spouse, domestic partner, parent, sister, brother, child, mother-in-law, father-in-law, grandparents and grandchildren.

One (1) day will be allowed for all other deaths of relatives.

5. Jury Duty:

a) All employees shall be granted time off to serve actual jury duty in a courthouse or jury pool.

b) Stipends received shall be reimbursed to the Library. Travel reimbursement may be retained.

6. Compensatory Time: Compensatory time may be accrued up to a maximum of thirty-five (35) hours, and lapses if not used within one year of accrual. Upon prior written approval of the Director, in her/his sole discretion, a full-time employee may be authorized compensatory time in lieu of salary for Sunday hours of work.

7. Notice of Resignation and Retirement: Professional employees shall give at least 30 days and clerical employees at least 14 days advance written notice of resignation and retirement. Any employee failing to provide such advance notice shall forfeit any accumulated vacation and sick leave benefits.

8. Mileage Allowance: Library shall reimburse employees utilizing their motor vehicles for Library Business and to attend Library approved conferences at the rate established by the Internal Revenue Service.

IX. RETIREMENT

The Library shall grant the New York State Retirement Plan (Section 75i).

1(a) Any full-time employee hired prior to July 1, 1978 who has at least five (5)
full-time years of continuous service with the Library and who gives at least thirty (30) days
notice of intention to retire shall upon actual retirement be granted compensation for unused sick
days; however, the maximum number of days shall not exceed one hundred (100) days and shall
be paid at the rate in effect at the time of retirement.

(b) Any full-time employee hired subsequent to July 1, 1978 and prior to June
30, 1990 who has at least five (5) full-time years of continuous service with the Library and who
gives at least thirty (30) days notice of intention to retire shall upon actual retirement be granted
compensation for unused sick days at a rate of thirty-three and one-third (33 1/3) per cent of
his/her final year's salary for each day of accumulated sick leave; however, the maximum number
of unused sick leave days to which the aforesaid percentage of salary shall apply shall be a
maximum of forty (40) days.

2. Retirement Incentive:

A. Fulltime employees who first become eligible for retirement into the New York State
Employees Retirement System on or before January 31, 2008, and who have been in
active, full-time continuous service in the Library since at least July 1, 1990, shall qualify
for payment of a lump sum equivalent to forty (40%) percent of their final year's salary, if
they retire effective January 31, 2008, with written notice submitted to the Library no
later than December 31, 2007.

Any employee desiring to retire prior to January 31, 2008 pursuant to this Section “A”,
shall submit written notice to the Library no later than December 31, 2007.

B. Fulltime employees who first become eligible for retirement into the New York State
Employees Retirement System subsequent to January 31, 2008, but no later than
December 31, 2009, and who have been in active, full-time continuous service in the
Library since at least July 1, 1993, shall qualify for payment of a lump sum equivalent to
forty (40%) percent of their final year’s salary, if they retire effective December 31, 2009,
with written notice submitted to the Library no later than September 1, 2009.

Employees who were first eligible for retirement into the NYSERS at anytime prior to
January 31, 2008 pursuant to Section “A” above, and who elected to not retire effective
January 31, 2008, shall not qualify for any retirement incentive under this Section “B”.
Any employee desiring to retire no later than December 31, 2009 pursuant to this Section “B” shall submit written notice to the Library no later than September 1, 2009.

C. Fulltime employees who first become eligible for retirement into the New York State Employees Retirement System subsequent to December 31, 2009, but no later than December 31, 2011, and who have been in active, full-time continuous service in the Library since at least July 1, 1993, shall qualify for payment of a lump sum equivalent to forty (40%) percent of their final year’s salary, if they retire effective December 31, 2011, with written notice submitted to the Library no later than September 1, 2011.

Employees who were first eligible for retirement into the NYSERS at anytime prior to January 31, 2008 pursuant to Section “A” above, or at anytime prior to December 31, 2009 pursuant to Section “B” above, and who elected to not retire effective January 31, 2008 or December 31, 2009 respectively, shall not qualify for any retirement incentive under this Section “C”.

Any employee desiring to retire no later than December 31, 2011 pursuant to this Section “C” shall submit written notice to the Library no later than September 1, 2011.

X. INSURANCE

1. The full-time employees will have the option of choosing the Medical Plan that will suit them best from the following: Empire Plan core plus Enhancements; Hip option, or Empire HMO option.

   a. The employer will pay for full-time employees the Empire Plan rate of 85% for Individual and 70% for Family (Dependents) until otherwise prescribed by the terms of a successor collective bargaining agreement; however, employees employed as of November 15, 2007 shall have individual coverage of 89% during the first year of this Agreement, 88% during the second year, 87% during the third year, 86% during the fourth year and 85% during the fifth year of this Agreement. The employee will pay the difference, if any.

2. Omitted

3. All full-time employees hired prior to June 30, 2007 may enroll in the CSEA
Employee Benefit Fund Dental Insurance "Dutchess Plan" and Optical "Platinum Plan", for Individual (and not Family or Dependent) coverage with the Library's payment of annual premiums for said plans not to exceed the following amounts:

<table>
<thead>
<tr>
<th>Period</th>
<th>Dutchess Plan</th>
<th>Platinum Plan</th>
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<tr>
<td>July 1, 2007 through June 30, 2008</td>
<td>$491.44</td>
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<td>$508.56</td>
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<td>July 1, 2009 through June 30, 2010</td>
<td>$534.12</td>
<td>$141.12</td>
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<tr>
<td>July 1, 2010 through June 30, 2011</td>
<td>see below</td>
<td>see below</td>
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<tr>
<td>July 1, 2011 through June 30, 2012</td>
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In no event shall Employer in future years pay more than $534.12 in annual premium for each full-time employee's participation in the Dutchess Dental Plan and $141.12 in annual premium cost for each full-time employee's participation in the Platinum Optical Plan, unless the Employer agrees upon the rates for employees' participation in the Dutchess Dental Plan and Platinum Optical Plan for the years (7/1/10-6/30/11) and (7/1/11-6/30/12) as to be determined by CSEA subsequent to February 28, 2009.

Employer may discontinue participation in the Plan in the event premium costs exceed those specified hereinabove, or, the Dental and Optical Plans' benefits are reduced or coverage is not made available to all Library employees as hereinbelow specified.

Employer will provide the Dental and Optical insurance coverage as specified in this Section "3" provided the Plan makes such coverage available at the annual premium costs hereinabove specified to all full and part-time employees, and all Administrative and Confidential Library employees not members of CSEA, and further provided all Library employees, part-time or full-time, confidential and administrative, may at any time enroll in such Dental and Optical Insurance Plans at their own cost and expense at the aforementioned individual coverage premium charges or at annual premiums for Family Dental Insurance Coverage not exceeding $1,324.85 (7/1/07-6/30/08); $1,371.12 (7/1/08-6/30/09); and $1,435.44 (7/1/09-6/30/10); and Family Optical (Platinum) not exceeding $128.64 (7/1/07-6/30/08); $131.88 (7/1/08-6/30/09); $141.12 (7/1/09-6/30/10), and annual premium costs for both the Family Dental coverage Family
Optical (Platinum) coverage shall not exceed the rates in effect for the (7/1/09-6/30/10) fiscal year unless the Employer agrees upon the premium costs for employees’ Family coverage participation in the Dutchess Dental Plan and Platinum Optical Plan for the years (7/1/10-6/30/11) and (7/1/11-6/30/12) as to be determined by CSEA subsequent to February 28, 2009.

Employees participating in the aforementioned Dental Plan and Optical Plan will be subject to the terms and conditions of the Plans, including, but not limited to, requirements of employees initially enrolling in such Plans (full or part-time employees) remaining enrolled in such Plans for the duration of this Agreement, unless their employment is terminated.

On or before February 28, 2010, the CSEA FUND will advise Employer of the rates to be charged under the applicable PLANS for the period July 1, 2010 through June 30, 2011. On or before February 28, 2011, the CSEA FUND will advise Employer of the rates to be charged under the applicable PLANS for the period July 1, 2011 through June 30, 2012. The FUND’S obligation to provide benefits to covered employees under the applicable plans for any period subsequent to June 30, 2010, and Employer’s obligation to pay premium costs for continuation of such PLANS for such periods, shall be contingent upon Employer’s sole discretion to authorize payment of such increased premium costs.

4. Employer may designate another insurance provider with substantially similar coverage, deductibles and benefits, other than the Empire Plan Core plus Enhancements; provided Employer provides the Association with reasonable advance notice and information and documentation as to the coverage, deductibles and benefits of the successor Health Plan, as well as an opportunity to meet and consult with Employer with respect to the designation of the successor Health Plan.

5. All employees except secondary school students shall participate in an employer paid disability plan currently in effect.

6. Omitted

7. Board will make payroll deductions for employees desiring to pay for group
8. Part-time employees will be permitted to purchase Health Insurance at their sole cost and expense in the then current insurance plan if so authorized by the then current health plan and statutes, as are applicable.

XI. TAX SHELTERED ANNUITY

All members of the CSEA will have the right to participate in the Tax Sheltered Annuity Program or programs selected by Employees, provided (1) at least two Employees make such a request, (2) the Annuity Program is listed by Moody's as an acceptable and reputable Annuity Program, (3) the Program is acceptable to Employer (consent to which shall not be unreasonably withheld), (4) Employer shall not be required to make reports or expend any administrative time as a result of such Program, and (5) the Employees participating in such Program sign an authorization prepared by Employer releasing Employer of any liability for losses or damages sustained by participating employees as a result of their membership in such a Plan. Employer shall not be required to allow Employees' participation in more than five (5) Programs.

XII. NEGOTIATIONS

1. This Agreement is the only agreement between the parties and supersedes all other agreements or practices. It constitutes the full and complete commitment between the parties past practices, rules, regulations and policies of the Library notwithstanding any may be altered, changed added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

2. The parties agree that each has exercised its right to bargain for any
provisions it wishes to have included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained.

Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect.

3. 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, supervise and direct the working force; to determine the kind, character and class of work; to take on work and acquire materials from any sources obtainable; to transfer employees and to determine the manner, location and place of work, scheduling and notices of leave; to establish standards of performance; to evaluate performance; to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law. The Board reserves the right to discipline, suspend or discharge for cause, and transfer or layoff employees for lack of work; provided, however that the exercise of such rights are in accordance with law and employees are accorded their rights under applicable law.

4. This Agreement shall be effective five years, beginning July 1, 2007 and shall continue in full force and effect through June 30, 2012.

XIII. **SMOKING PROHIBITION**

Smoking of tobacco products will be prohibited throughout the entire Library Facility, including in such prohibition all public areas, work areas, staff lounges, restrooms, hallways, conference rooms, etc.

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

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

A. Wherever this Agreement provides for or allows less leave time for certain stated purposes required by the ACT (irrespective of whether the leave time provided in this Agreement is "paid" or "unpaid" Leave) or for any employee benefit if such is not provided by this Agreement, for employees who are "eligible Employees" under the ACT as defined under Title I, Section 101, "Definitions", that employees hereunder shall be entitled to additional unpaid leave in excess of the leave, whether paid or unpaid, provided by this agreement, but such additional unpaid leave shall be provided only in an amount sufficient to comply with the total leave time specifically required by the ACT. Nothing in this Article XIV shall be construed to provide for paid leave. Paid leave under this agreement is governed solely by Article VIII 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 XIV is added to this Agreement solely to denote the awareness of the Employer and the Employee Unit and its representative herein with the ACT and to affirm the intent of the undersigned to abide by the rights, duties and obligations accorded and provided by the ACT with respect to both the employees and employer hereunder whether or not specifically noted in this Article XIV and further that if any provision of this Agreement as herein set forth is violative of any provisions of the ACT, such provisions shall be deemed amended pursuant to and in compliance with the pertinent provisions of the ACT.

XV. EVALUATION RESPONSE

Employees shall have the right to submit written responses to job performance evaluations no later than ten days following receipt of such evaluation, which responses shall be included in such employees' personnel files.

XVI. DRESS STANDARD

A standard of dress is expected of all employees to contribute to the dignified atmosphere at the Library and shall be of a type generally appropriate to school district administrative offices; by way of example, no jeans, tank tops, halter tops, tee shirts, sweat shirts or pants, athletic wear, shorts, or similar clothing shall be worn.

XVII. EMPLOYEE TARDINESS:

Any employee late in reporting for work or not present at their respective work location at the commencement of their scheduled hours, and not excused from such lateness or absence from their assigned work location by Director, shall be subject to disciplinary action and may, in the
Director’s discretion, be required to commence work duties at the next quarter hour with salary/wages adjusted to indicate forfeiture of employment time and compensation for the period prior to the quarter hour of the start of work, unless otherwise determined by the Director based upon unusual, non-recurring exigent circumstances.

XVIII. **SAVING CLAUSE**

If any provision of this Agreement is or shall become contrary to law, then such provision shall be deemed deleted from this Agreement, but all other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _14th_ day of December 2007.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. BRENTWOOD PUBLIC LIBRARY

By: [Signature]

President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
Collective Bargaining Specialist

By: [Signature]
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