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AGREEMENT
BETWEEN
THE CITY OF PLATTSBURGH
AND LOCAL 788, AFSCME COUNCIL 66, AFL-CIO
FOR THE PLATTSBURGH PUBLIC LIBRARY
JULY 1, 2001 – JUNE 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This agreement entered into by the Plattsburgh Public Library, Plattsburgh, New York, hereinafter referred to as the Employer, and the Plattsburgh Public Library Employees Local 788 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of work.

IT IS UNDERSTOOD 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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I

RECOGNITION

a. For the term of this Agreement the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours and other conditions of employment including administration of the grievance procedure, subject to ARTICLE XVII of this Agreement, for all employees of the Employer.

b. Excluded from this Agreement is the Library Director.

ARTICLE II

UNION SECURITY

Section 1. Union Dues and Agency Shop.

a. All employees who are members of the Union and those employees who desire to join the Union shall tender the monthly membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues form. This Authorization shall remain in effect unless written notice of revocation is given by the employee to the Union President and the City Chamberlain. All employees who are employed, or who are hired, on or after the execution date of this Agreement who do not become members of the Union within thirty (30) days after their hiring date, shall be required to pay a service charge each month to the Union in an amount equal to the regular monthly dues.

b. Each pay day, the Employer shall deduct Union membership dues or agency shop fees levied in accordance with the amount certified by the Union from the pay of each employee.

c. Deduction shall be remitted to the designated financial officer of the Union with a list of those for whom dues or fees have been deducted by the 15th day following the month for which deductions have been made.

d. Local 788 and Council 66 AFSCME, each expressly agree to indemnify and hold harmless the Employer against claims of any nature whatsoever for back wages and fringes, direct and consequential damages, court costs, disbursements, and attorney's fees which the Employer may incur or be called upon to pay as the result of a claim, action or proceeding brought by an employee, or others, with respect to the content of this section.

e. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

Section 2. Bulletin Boards.

- a. The Employer shall designate specific common employee areas where bulletin boards in a design and size approved by the Employer may be placed.
- b. Bulletin boards herein provided for shall be used for Union communications to unit employees and such joint communications to employees as may from time to time be approved for posting by the Union and the Employer.
- c. The Union Steward or Alternate Steward is charged with the responsibility of maintaining such bulletin boards in a current status and neat appearance. No derogatory material will be posted on any such board.

Section 3. Access to Premises.

The Employer agrees to permit International Representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and representatives of Council 66, to enter the premises for individual discussion of working conditions with employees who shall suffer no loss of pay for such time so consumed provided care is exercised by such representative that they do not unduly interfere with the performance of duties assigned to employees. Any visitor visiting the premises pursuant to this provision shall, prior to such visit, make his presence in the City known to the highest ranking Library Executive available for authorization. If desired by either party, a conference with the Library representative may be conducted.

Section 4. Aid to Other Unions.

The Employer affirms that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any contract with any such group or organization for the purposes of undermining the Union or permit deduction of dues for such organizations. The Employer affirms that the provisions of this Agreement shall apply to all members of the Bargaining Unit covered by this Agreement.

Section 5. Meeting Facilities.

The Employer agrees to permit the Union to use the facilities of the Library to hold meetings subject to the availability of space and other reasonable requirements.

Section 6. Notification of New Employees.

The Employer shall submit to the Union President or Secretary every three (3) months a list of new employees hired within the Bargaining Unit, their job classifications, home addresses and whether the employment is on a permanent, provisional and/or temporary basis.

Section 7. Attendance at Union Meetings.

Any Union Steward, Union Alternate Steward or Executive Board Member shall not be scheduled to work during the regularly scheduled monthly Union meeting (presently the 2nd Tuesday of each month). If the officer(s) elect(s) not to attend the regular monthly union meeting, he/she shall so advise management one (1) week prior to it and his/her work schedule shall not be changed. No more than two (2) members of the Library staff will be allowed to attend monthly Union meetings or local Union Executive Board meetings because of needed schedule changes.

ARTICLE III

HOURS OF WORK.

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive except for the interruptions for lunch periods where applicable.

Section 2. Work Schedule.

a. Work Shift.

Each work shift shall be scheduled between the hours of 8:00 am and 8:00 p.m.

b. Work Week.

The work week shall be Monday through Saturday and shall consist of five (5) consecutive days of which three (3) shall be seven (7) hours duration and two (2) shall be eight (8) hours duration. Each employee may be scheduled two (2) evenings per week and each employee may be scheduled to work every third (3rd) Saturday. Such scheduling shall be on an equal basis. Pages and Cleaner may be scheduled as needed. Employees may be scheduled for Sunday hours in accordance with the Sunday hours language pursuant to Section 7.

c. Lunch Period.

The lunch period shall be for one (1) hour, to be taken so that no employee works more than four and one-half (4½) consecutive hours without a lunch period. Said lunch period shall be unpaid.

d. Payment for Work in Excess of Thirty-Seven Hours.

Employees who are required to work in excess of thirty-seven (37) hours shall be paid at the rate of time and one-half their regular rate of pay or receive compensatory time in accordance with ARTICLE XIII, Section 3.

e. Credited Hours for Monday.

Employees scheduled to work Saturdays shall be credited with the full preceding Monday off in accordance with their regular (7/8 hours) schedule.

Section 3. Work Shift Schedule.

a. A work schedule showing the employees' shifts, work days, and hours shall be posted on all Library bulletin boards at all times. New or changed work schedules made pursuant to this Agreement shall be posted by noon of the second work day next preceding the effective date of the change schedule.

b. Regular work schedules shall be maintained on at least a work week to work week basis. Once a work schedule is posted, no scheduled work change shall then be made that would result in the loss of overtime payment to any member of the bargaining unit.

c. Library employees may be eligible for a change in weekly scheduled hours in order to accommodate attendance at undergraduate or graduate level courses to facilitate the furthering of their education, in the discretion of, and with the approval of the Director.

Section 4. Rest Periods.

a. All employees' work schedules shall provide for a fifteen (15) minute rest period in their work area during each one-half shift. The rest period shall be taken as near to the middle of each one-half shift as is possible, consistent with the work to be performed.

b. Where possible, a lounge area shall be set aside for employees.

c. Employees who work two (2) hours or more beyond their regular quitting time shall receive a fifteen (15) minute rest period in their work area before they start to work. In addition, they shall be granted a fifteen (15) minute rest period if they shall work more than two (2) hours.

Section 5. Clean-up Time.

Employees shall be granted a reasonable personal clean-up period as necessary.

Section 6. Reporting Time.

In the event of severe weather conditions, an employee's failure to report for work at his scheduled starting time will be excused. Employees so excused shall have an option of using vacation leave credits, personal leave credits, or being docked for time lost.

Section 7. Sunday Work

The employer may open the Library on Sundays for up to four (4) consecutive hours between 11:00 AM and 5:00 PM from Labor Day to Memorial Day.

Positions on Sunday shall be filled first on a voluntary basis by full time qualified employees. Such scheduling shall be on an equal basis. If there are not enough volunteers, the Employer will rotate all job classifications, excluding cleaners, by inverse seniority. The Employer, via agreement with the Union, will establish a threshold of experience required for employees working on Sundays. "Threshold of experience" shall be defined as sufficient level of training to provide library services to patrons and having completed the probationary period in his/her classification. Employees working on Sundays shall be compensated at time-and-one-half for hours worked.

The Employer may use part time employees to work on Sundays. The part-time employees will be paid the straight time rate of pay.

Full time librarians will not be scheduled more than one Sunday in five unless they volunteer.

Employees will not be scheduled to work Sunday hours during their "three day weekend" unless they volunteer.

The Sunday hours proposal will not be implemented until a work schedule is produced by the Library showing that no full time professional librarian is required to work more than one in five Sundays unless he/she volunteers.

ARTICLE IV

HOLIDAYS.

Section 1. Holidays Recognized and Observed.

- a. The following days shall be recognized and observed as paid holidays:

| | |
|-----------------------------------|-----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Lincoln's Birthday |
| Veteran's Day | President's Day |
| Thanksgiving Day | Day After Thanksgiving |
| Independence Day | 1 day before Christmas |
| Memorial Day | Christmas |
| Labor Day | 1 day before New Year's Day |
| One-half (1/2) day on Good Friday | |

- b. Employees shall receive seven/eight (7/8) hours pay at their straight time rate for each of the above listed holidays not worked.

c. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday or succeeding Monday shall be observed as the holiday. The intention of this section is to provide one day off for each of the holidays listed above. One half of the staff shall observe the holiday on Friday and the other half on Monday. A sign-up sheet will be posted at least 2 weeks prior to the holiday and employees will indicate their preference (either the Friday or the Monday) for their day off. If insufficient staffing occurs as a result of the sign-up, Management will assign the day off based upon seniority.

d. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

e. When the holidays of Christmas Eve and Christmas, and New Year's Eve and New Year's Day fall on a Friday-Saturday combination or a Sunday-Monday combination of days, the following is how the holiday will be celebrated:

Friday-Saturday: The Saturday holiday will be celebrated the preceding Thursday or succeeding Monday for all employees except those originally assigned to work the Saturday. They shall have the Saturday off and work on Thursday/Monday. One half of the staff shall observe the holiday on Thursday and the other half on Monday.

Saturday-Sunday: The Saturday holiday will be celebrated the preceding Friday or succeeding Tuesday for all employees except those originally assigned to work the Saturday. They shall have the Saturday off and work on Friday/Tuesday. One half of the staff shall observe the holiday on Friday and the other half on Tuesday. The Sunday holiday will be celebrated the succeeding Monday for all employees.

Sunday-Monday: The Sunday holiday will be celebrated the previous Friday, or succeeding Tuesday for all employees except those originally scheduled to work on Saturday. They shall celebrate the holiday on the Saturday and work on the Friday/Tuesday. One half of the staff shall observe the holiday on Friday and the other half on Tuesday.

A sign-up sheet will be posted at least 2 weeks prior to the holiday and employees will indicate their preference (either the Thursday or Monday, Friday or Tuesday) for their day off. If insufficient staffing occurs as a result of the sign-up, Management will assign the day off based upon seniority.

Section 2. Eligibility Requirement.

Library Pages shall not be eligible for a paid holiday. All employees, except Library Pages, shall be eligible for a paid holiday under the following conditions:

a. If the employee would have been scheduled to work on said holiday, or the employee is on a day off, vacation or sick leave when such holiday occurs.

b. If an employee calls in requesting an unscheduled vacation day on his scheduled workday prior to and/or after a holiday, he shall not be eligible for holiday pay, unless he is excused by the Library Director.

c. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given another day for that day.

d. The lieu day for a Monday holiday shall be credited as a full day in accordance with an employee's regular (7/8 hours) schedule.

Section 3. Holiday Work.

If any employee, except Library Pages, works on any of the holidays listed above, he shall be paid in addition to his regular rate of pay for the holiday, straight time for all hours worked.

ARTICLE V

VACATIONS.

Section 1. Vacation Selection.

a. To the extent that the necessary work to be performed permits, vacations shall be granted for the vacation period requested by the employee. Scheduled vacations shall be requested no later than March 15th of each calendar year. In case of a conflict of scheduled vacation dates, the employee with greater seniority shall be given his choice.

b. Eligible employees may take their vacations, if they desire, in segments. Employees with two (2) weeks vacation may take two (2) consecutive weeks. Employees with more than two (2) weeks may be required to take an earned vacation in segments, one segment of which shall, if requested by the employee, be no less than two (2) weeks.

c. Vacations not scheduled prior to March 15th, of any calendar year, shall be called, for this contract, non-scheduled vacations. A scheduled vacation not used by the employee puts such employee in the non-scheduled vacation category. Scheduled vacations have priority over nonscheduled vacations, without regard to seniority. Non-scheduled vacations are subject to the approval of the Library Director.

d. Vacations must be taken in each calendar year and may not be accumulated. Any employee deprived of an opportunity to take his vacation in any calendar year may accumulate the period of which he has been deprived. In any event, no employee shall accumulate more than four (4) weeks vacation but any such person who has been so deprived as to accumulate vacation shall have first choice over all others in his department for a scheduled vacation.

e. Any employee who is unable to use vacation due to extended illness shall be paid for any unused vacation time on December 31st of that year. However, the employee at his

option, may be able to use his vacation time in lieu of sick leave prior to December 31st of that particular calendar year if the extended illness is known to continue after that date, or can elect to be paid in full as per above paragraph. If, in fact, the employee elects to use his vacation time in lieu of sick time, the employer shall document the respective employee's file indicating that he had done so voluntarily and that said extended illness, with the appropriate medical documentation being submitted, is diagnosed to continue into the next calendar year.

f. A listing showing all scheduled and non-scheduled vacations shall be posted, no later than March 25th, on a designated bulletin board as they are approved.

g. A minimum of three (3) employees by seniority; will be allowed off on vacation each week of the year. (A minimum of one (1) Librarian and two (2) non-librarians each week) The Cleaner shall not be counted among this number and may have vacation at any time if approved by the Library Director.

Section 2. Work During Vacation Period.

Any employee who, because of an emergency situation, is requested to and does work his vacation period shall be paid for all regular hours at time and one-half his regular rate of pay for all hours worked. After consultation with Management, the employee will be allowed to take his vacation time lost during the emergency at a later date. To avoid requiring an employee to work during his scheduled vacation period, the Employer may transfer for the vacation period an employee in the same classification from within another department or division to perform the required work.

Section 3. Vacation Rights in Case of Lay-Off, Separation, Retirement or Death.

Upon separation from service with the Plattsburgh Public Library an employee may be paid a cash payment of the monetary value of accumulated and unused vacation time standing to the credit of the employee, or in death in service, to be paid to the beneficiaries. In addition, employees separated from services with the Employer shall receive a cash payment of the monetary value of the prorated vacation earned between his anniversary date and the effective date of retirement.

Section 4. Vacation Schedule.

a. All employees shall be entitled to vacation on the following schedule:

| | |
|-------------------------|-------------|
| 1 to 4 years of service | 10 workdays |
| 5 years of service | 15 workdays |
| 10 years of service | 20 workdays |
| 15 years of service | 25 workdays |

b. On the effective date of this contract and on January 1st of each year, earned vacation shall be posted to the credit of the employee and on his/her anniversary date the remainder of vacation due shall be posted.

c. New employees in their first year of employment shall earn one (1) day of vacation for each month of completed service, in no event, however, to exceed ten (10) work days and to be posted pursuant to section (b) above. Two (2) weeks or more shall count as a month for the purposes of accumulation under this provision.

d. Library Pages shall not be entitled to vacation.

Section 5. Pay Advance.

If a regular pay day falls during an employee's vacation, he shall receive such paycheck in advance, provided he makes a request for such advance payment at least two (2) weeks in advance of his leaving, and further provided that he will be taking a minimum of one (1) week's vacation.

ARTICLE VI

SICK LEAVE.

Section 1. Allowance.

a. Library Pages shall not receive sick leave with pay. Any employee, except Library Pages, contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, is quarantined by Health Authorities, or must make medical visits which can not be scheduled during non-working hours as a result of any illness or injury, shall receive sick leave with pay to the extent such employee has accumulated sick leave.

b. Female employees who are unable to work due to a medical disability relating to pregnancy shall be permitted to use sick leave credits. Such leave period shall commence on the date an employee is unable to perform her regular duties as certified by the employee's physician. An employee may request additional time prior to or after the above maternity absence pursuant to Article VII and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

c. Permanent or provisional employees shall be eligible for sick leave after thirty (30) days service with the Employer.

d. Employees hired on or after January 1, 1990 shall be allowed 9.25 hours sick leave for each month of service. Employees hired before January 1, 1990 shall be allowed 14.75 hours sick leave for each month of service upon completion of ten (10) years of employment and for those employees with less than ten (10) years of employment shall be allowed 11 hours sick leave for each month of service. Employees hired on or after January 1, 1998 shall be allowed 7.5 hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for no less than one-half (1/2) of a month. All time for which an employee is compensated by sick leave payments shall be considered as time worked for the purpose of computing vacation, holiday, sick leave and seniority.

e. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability as a condition of qualifying for sick leave pay. One (1) year from date of signing said agreement the parties shall have a joint labor-management meeting to review the past year's sick leave usage by all employees. As a result of this meeting a determination will be made to decide if the current sick leave language is sufficient for the needs of the employer.

f. A sick leave report shall be posted once a week on all bulletin boards.

g. If the Employer believes that an employee is abusing the sick leave benefit, it may require such an employee to be examined by a designated City doctor at the Library's expense. If an employee is unreasonably subjected to this procedure, the grievance procedure may be utilized.

Section 2. Accumulation.

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in service of the employer to a maximum of 1,406 hours. Employees hired on or after January 1, 1990 shall accumulate a maximum of 666 hours. Employees hired on or after January 1, 1998 shall accumulate a maximum of 450 hours.

Section 3. Absence Due to Injury.

Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Workers' Compensation Benefit, may at the employee's option, receive a supplemental sum equal to the difference between their wages and their compensation benefits for the period of time during which accrued sick and vacation days are available. Such supplemental sum shall be deducted from accrued sick leave credits or accrued vacation leave as the same may stand to the credit of an employee. An employee, however, who has sick leave or vacation to his credit shall receive, in full, his weekly pay, and the Worker's Compensation payment to which he is entitled shall be assigned in full by such employee to the Employer.

Section 4. Liquidation of Sick Leave.

a. Employees shall be compensated in cash in an amount equal to one hundred per cent (100%) of any accumulated unused sick leave when permanently separated from employment as the result of retirement or layoff. Employees hired after January 1, 1990 shall be paid at the rate of seventy-five percent (75%) of their current rate of pay. Employees who die while employed by the Library shall be compensated as above, with payment made to a duly designated beneficiary or to the estate of the employee.

b. The amount of payment for all unused sick leave as above provided shall be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement, death or layoff.

c. Employees hired after January 1, 1990 shall be paid at fifty per cent (50%) of their current rate of pay for any sick leave credits in excess of 555 hours on December 15th of each year.

d. On December 15th of each year of this Agreement, every employee with more than one hundred and eighty (180) sick days will be paid sixty percent (60%) of his/her current rate of pay for all days above one hundred and eighty (180) days.

Section 5. Employer Notification.

Employees must notify the Library Director or his/her designated representative at least one (1) hour before the start of their scheduled work shift if they are sick or unable to report to work for that day. For employees with work shifts that start before 9:00 AM may provide sick leave notification by voice messaging pursuant to established sick leave notification guidelines. For employees with work shifts that start on or after 9:00 AM, employees will notify Administration. This reporting procedure is to be used for sick leave notification only.

ARTICLE VII

LEAVE OF ABSENCE.

Section 1. Eligibility Requirements.

Employees shall be eligible for a leave of absence not to exceed one (1) year after one (1) year's service with the Employer.

Section 2. Application for Leave.

a. Any request for leave of absence shall be submitted in writing by the employee to the Library Director. The request shall state the reason for the leave of absence being requested and the approximate length of time off the employee desires.

b. Authorization for leave of absence shall be made by and subject to the approval of the Library Board and it shall be in writing.

c. Any request for a leave of absence shall be submitted to the next regular meeting of the Board.

d. Employees upon return from an authorized leave of absence shall be returned to the position they held at the time the leave of absence was granted with no loss of seniority earned prior to the leave of absence.

ARTICLE VIII

PAID LEAVES.

Section 1. Funeral Leave.

a. In the event of a death in the immediate family of an employee (spouse, domestic partner, parents, stepparents, children) the employee shall be granted five (5) consecutive work days leave of absence with pay for the days he would have otherwise worked to make household adjustments or arrange to attend funeral services. An employee shall be entitled to three (3) days leave of absence with pay if he would have worked when so required in the event of the death of a sister, brother, grandparents, or grandchild, and one (1) day leave of absence in the event of the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and the Library will close for an employee funeral. The employer may require proof of death. Pay shall be on the basis of regular day at straight time rate.

b. At the discretion of the Employer, sick leave, personal leave or vacation may be used in conjunction with funeral leave.

Section 2. Jury Duty.

Employees performing jury duty shall be paid their full wages with the express understanding that the compensation received for jury duty will be immediately, upon receipt by such employees, assigned to the City of Plattsburgh. An employee who is excused or released shall report to work within one (1) hour.

Section 3. Subpoenas.

Employees subpoenaed to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay up to a maximum of one (1) day for the necessary period in court with the understanding that any compensation received from the court appearance shall be immediately, upon receipt by the employee, assigned to the City of Plattsburgh.

Section 4. Union Leaves.

a. Members of the Union elected by the Local Union or up to one (1) appointed member, to attend a function of the International Union or other subordinate body, such as conventions or educational conference, shall be allowed time off (without loss of time or pay) to attend such functions, not to exceed two (2) members at any one time and an aggregate of nine (9) days in any one (1) year for all employees.

b. Attendance by members of the Union Grievance Committee at Arbitration Hearings or at PERB Conferences or Hearings shall be without loss of time or pay.

Section 5. Absence As A Result of Sickness In Immediate Family.

An employee who is absent from duty as a result of a serious illness in his immediate family (spouse, domestic partner, parents, stepparents, children, mother-in-law, father-in-law, grandparents) may with the approval of the Library Director be granted leave with pay and the time deducted from accumulated and unused sick leave time. An employee absent on such sick leave shall notify the Library Director or his/her designated representative of such absence and the reason therefore on the first day of such absence and not later than one-half (1/2) hour is the employee was scheduled to work the morning shift on said date or at least one (1) hour if the employee was scheduled to work any shift that begins after 9:00 a.m. on said date. Sick leave credits may be used in units of one-half (1/2) hour or greater. The provisions of Article VI, Section 1(e), however, with respect to said illness in the immediate family may be required by the Employer.

Section 6. Civil Service Examination.

In the event an employee requires time off to take a competitive and/or promotional examination by the Civil Service Commission, the Employer will endeavor to rearrange such employee's schedule to permit employees to take such time off and by such rescheduling, not suffer any loss of working hours.

Section 7. Personal Leave.

All employees hired before January 1, 1998 will become eligible for and receive the following:

| | |
|--------|---------------------------|
| 2 days | 1-4 years employment |
| 3 days | 5-9 years employment |
| 4 days | After 10 years employment |

All employees hired January 1, 1998 and after will become eligible for and receive the following:

| | |
|--------|-------------------------------|
| 2 days | 1-4 years of employment |
| 3 days | 5 or more years of employment |

Personal leave is credited and posted on January 1st.

Section 8. Board Meetings.

The Employer shall allow one (1) representative designated by the Union to attend the meetings of the Library Board without loss of time or pay.

Section 9. Voting.

Except as otherwise provided (holidays), employees shall be granted time off to vote in accordance with Section 3-110, Election Law.

Section 10. Military Leave.

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, according to current Federal or State military law.

Section 11. Library Pages.

Library Pages shall not receive leave with pay under this Article except for leave under Sections 4 and 9.

Section 12. Family Medical Leave Act

See Appendix B.

ARTICLE IX

UNPAID LEAVES.

Section 1. Union Business.

- a. Employees elected to Union Office or selected by the Union to do work which takes them from their employment with the Employer, may, upon the written request of the employee and the Union, be granted a leave of absence subject to the approval of the Library Board. This leave of absence shall not exceed one (1) year.
- b. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the employee and the Union, subject to the approval of the Library Board. A leave of absence for such Union activity shall not exceed one (1) month. Such leave may be extended for an additional one (1) month period upon the request of the employee and the Union subject to the approval of the Library Board.
- c. The total number of employees on unpaid leave of absence for the Union business at one (1) time shall not exceed one (1).

Section 2. Education.

Educational leave may be granted to any Library employee for job-related education upon request of the employee and subject to the approval of the Library Director and further subject to the approval by resolution of the Library Board. Said leave must be for the purpose of improving an employee's job proficiency of which may prepare an employee for advancement.

Section 3. Employment Opportunities.

Employees may be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the City of Plattsburgh.

Section 4. Paternity or Adoption Leave.

An employee may request a paternity/adoption leave of absence, and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

ARTICLE X

WAGES AND CLASSIFICATIONS.

Section 1. Wage Schedule.

- a. Employees shall be compensated in accordance with the wage schedule established in negotiations effective July 1, 2001 attached to this Agreement and Marked Appendix "A".
- b. When any position not listed on the wage schedule is established or the specification of any existing position are substantially changed, the Employer shall, after consultation with the Union, designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, it shall so advise the Employer in writing stating the basis of its position, thereafter, the Union shall have the right to take the matter to arbitration.

Section 2. Pay Period.

The wages of employees shall be paid on the same day of each week. In the event this day is a holiday or a regular day off, the preceding day, to the extent possible and practical, shall be the payday.

Section 3. Longevity Service Pay.

- a. It shall be the practice of the Library to reward employees who have made municipal service their career by paying additional compensation for years of service.
- b. Longevity pay increments per hour are established for each five (5) year block of service and employees shall receive longevity pay per hour with the start of their sixth (6th) year of service computed on the anniversary date, and this shall be paid in addition to their base salaries.

c. Effective 7/01/2001 employees shall receive longevity pay of thirty (\$.30) cents per hour for 6-10 years of service, employees shall receive longevity pay of fifty (\$.50) cents per hour for 11-15 years of service, employees shall receive longevity pay of seventy five (\$.75) cents per hour for 16-20 years of service, employees shall receive longevity pay of one dollar (\$1.00) per hour for 21-25 years of service, employees shall receive longevity pay of one dollar thirty cents (\$1.30) per hour for 26-30 years of service, employees shall receive longevity pay of one dollar sixty-five (\$1.65) cents per hour for 31-35 years of service, employees shall receive longevity pay of two dollars five cents (\$2.05) per hour for 36-40 years of service.

d. Such employees shall earn additional longevity pay increments for each five (5) year block of continuous service until his separation from employment.

ARTICLE XI

HOSPITALIZATION, MEDICAL, AND RELATED BENEFITS.

Section 1. Hospital and Medical Benefits.

a. Employees will have the option to select Blue Shield Community Blue plan 202 or Blue Shield Community Blue plan 205 with a \$5/\$10/\$25 prescription drug plan co-pay for all employees, except Library Pages, and their eligible dependents. If Blue Shield of NENY refuses to rewrite or renew the \$5/\$10/\$25 prescription co-pay, the Library and the Union will meet to select a mutually agreed upon plan that is the same or closest three (3) tier community rated option. The Employer will provide a one-time buyout fee for current Par Plus members which will be paid lump sum of:

| | |
|-------------------------|------------|
| Single plan participant | \$1,000.00 |
| Family plan participant | \$2,500.00 |

This coverage shall also apply to all employees and their eligible dependents where such employees retire from employment with the Employer after ten (10) years of service connected disability, or who retires for other disability reasons not of a service connected nature after fifteen (15) years of service, or who retires from service after twenty (20) years of service under the general retirement plan maintained by the City of Plattsburgh until such time as the employee is deceased. Said coverage shall be available for all workers who have completed thirty (30) days of employment within the City, except temporary employees as covered in other sections of this Agreement. Library Pages shall not receive hospitalization or health insurance benefits.

b. In addition to the above the Employer agrees to provide a drug and alcohol rider.

c. In addition to the above, the Employer will provide at least one HMO option to all employees.

- d. Annual health care benefit contributions by employees hired on or after 7/1/03 consistent with the following schedule:

| PER YEAR | Single | 2 person | Family |
|--------------------|--------|----------|---------|
| Effective 07/01/03 | \$ 624 | \$ 936 | \$1,248 |
| Effective 07/01/04 | \$ 676 | \$1014 | \$1,352 |

There will be no retroactive health benefit contribution payments. The first payment will be paid one month after this agreement is executed.

- e. The Library may add plans/choices for health care options as selected by or designed by the City at any time in the Library's discretion, in addition to any existing plans. No employees shall be required to accept such plan/choice.

Section 2. Double Coverage.

The parties agree that the City shall not be required to pay for the health coverage premium for employees whose families (including employee) are covered with an equal or better plan as a result of any other employment of any member of the family. Upon notification to the City of loss of other employment as noted above, the City will immediately provide coverage under the current City Health Plan.

Section 3. Disability Insurance Plan.

- a. All employees covered by this Agreement shall be covered under provisions of the Disability Benefits Law of the State of New York with the full cost of such coverage to be paid by the Employer.
- b. For the period of employee's absence beyond the seven (7) day waiting period and within the limits of his accumulated sick leave, any employee, except Library Pages, shall be paid the difference between the Disability Benefit and his regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall only be made from the disability insurance carrier.
- c. Time equivalent to the salary payment only shall be charged against the earned sick leave of the employee for any such absence.
- d. The provisions of this Article shall become effective only if the employee files for disability benefits with the Employer.

Section 4. Workers' Compensation.

- a. Workers' Compensation benefits shall be payable whenever an employee is absent from work as a result of a personal injury caused by an accident occurring in the course of his employment. For the period of absence within the limit of his accumulated sick leave, the employee shall be paid the difference between the payment made by the Workers' Compensation

Board and his regular weekly salary payment. Payment of such absence extending beyond the limit of accumulated sick leave shall be made only by the Workers' Compensation Board.

b. Time equivalent to the total salary payment less any amount paid by the Workers' Compensation Board shall be charged against the earned sick leave of the employee for any such absence.

c. If an employee is out of work and receiving Workers' Compensation but does not have vacation or sick leave time available to augment his/her Workers' Compensation, the Library will provide fifteen (15) days of sick leave "On Credit" to the employee. If the employee is retired, separated as a result of the disability, or is terminated for any other reason, he/she will pay back any days after the first eight (8) days borrowed, to the maximum of fifteen (15) days allowed. If the employee returns to work, he/she will have to pay back from the ninth (9th) day to the fifteenth (15th) days borrowed, at the rate he/she earns pursuant to Article 6, Section 1d.

d. An employee on Workers' Compensation will continue to accrue sick leave, vacation and holidays.

ARTICLE XII

RETIREMENT PLAN.

The Employer shall continue to provide for each employee except as provided by law coverage under the New York State Twenty Year Career Plan (75i) at no cost to the employee for the term of this Agreement.

ARTICLE XIII

OVERTIME.

Section 1. Call Time.

Any employee called for emergency duty in addition to or outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours pay, however, the employee shall receive premium rate of pay for time actually worked and if such employee does not work two (2) hours he shall receive straight time for the remaining time up to a maximum of two (2) hours. This shall not apply to hours worked by an employee who starts earlier or finishes later than his regular shift, where such work would overlap his regularly scheduled shift.

Section 2. Distribution.

a. A list shall be posted within the Library requiring those employees who desire to be considered for overtime opportunities to affix their signature thereto. Any employee not signing said list shall be deemed to have waived all rights to overtime opportunity or to

equalization thereof as hereinafter provided.

b. Among the employees who have indicated their desire for overtime as provided in subparagraph (a) hereof, overtime work shall be distributed equally to employees within their respective job classification, i.e., librarians, clericals and pages. The distribution of overtime work shall be equalized as much as is possible at the end of each three (3) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Equalization shall occur on the next overtime opportunities.

c. On each occasion, the opportunity to work overtime shall be offered to the employee complying with the requirements of subparagraph (a) hereof, within their respective job classification who has the least number of overtime hours to his credit at the time. If this employee does not accept the assignment, for any reason, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for overtime work. For the purpose of this section, time not worked because the employee was unavailable or did not choose to work, will be charged as if the employee worked the same number of overtime hours as the employee who accepted the overtime work.

d. If overtime is refused by all employees within a particular classification, the individual with the fewest hours of overtime credited at that time, in that classification, shall be compelled to work. Part-time clerks shall not be compelled to work additional hours under this provision.

e. A record of the overtime hours worked by or charged to each employee shall be posted on their respective department bulletin boards each pay period.

Section 3. Compensation Time.

a. Employees working approved overtime hours may, at the employee's discretion, take compensatory time to a maximum of 56 hours. Such compensatory time is accrued at a rate of one and one-half (1½) hours for every hour worked over thirty-seven (37) hours in the work week. Compensatory time is available only for overtime hours worked and in no event may it be accrued at a rate higher than one and one-half (1½) hours per overtime hour worked.

b. The requested use of compensatory time shall be subject to the approval of the Director of the Library.

c. Employees shall be paid for unused compensatory time at the time of separation at the employee's regular hourly rate of pay or an average of the employee's last three year's rates of pay, whichever is higher.

ARTICLE XIV

SENIORITY.

Section 1. Definition.

a. Seniority means an employee's length of service with the employer in the AFSCME bargaining unit from his/her original date of hire and shall apply to all benefits provided by this agreement. An employee's seniority shall be defined as and computed so as to include all time that an employee has worked for the Library in the AFSCME bargaining unit. This definition shall apply to all provisions of the Agreement. Library pages do not accumulate seniority.

b. In the event federally funded employees, or temporary employees, become permanent employees with the Employer, their seniority date shall be their original date of employment as a temporary or federally funded employee with the Employer.

Section 2. Probationary Period.

a. All new employees shall be considered as probationary employees for a period as provided by the Municipal Civil Service Commission (currently a minimum of eight (8) weeks to a maximum of twenty-six (26) weeks). When an employee completes his probationary period, he shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular permanent employees. A temporary (but not seasonal) employee replacing a person on leave of some type or replacing a person awaiting confirmation to a permanent appointment shall after the completion of one hundred (100) work days receive all benefits afforded to permanent employees.

An employee replacing a person on leave of some type shall receive, retroactive to the date of hire, for sick leave and vacation, credits earned when their appointment becomes permanent. An employee replacing a person on leave of some type shall, when their appointment becomes permanent, receive, retroactive to the date of hire, sick leave and vacation credits.

b. The Union shall represent probationary employees for the purpose of collective bargaining in respect of wages, hours and other conditions of employment as set forth under Article I of this Agreement, except for discharge and discipline for other than Union activity.

Section 3. Seniority Lists.

The City Chamberlain's Office shall provide to the Union on January 1st and July 1st of each year a seniority list showing the continuous service of each employee. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Service.

An employee's continuous service record shall be broken by layoff, voluntary resignation, discharge for just cause, suspension and retirement. However, if an employee out of service by reason of layoff or retirement returns to work in any capacity within one (1) year, the break in service shall be removed from his record.

Section 5. Temporary Service.

An employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his last date of hire as a temporary employee.

ARTICLE XV

WORK FORCE CHANGES.

Section 1. Non-Competitive Job Openings.

If any positions are created in the noncompetitive field, the Library Board and the Union will meet in order to establish through negotiations a promotion procedure.

Section 2. Competitive Civil Service Jobs.

Whenever a competitive job opening occurs within the scope of the Civil Service Law, only the procedures provided by the Rules and Regulations of the New York State Civil Service Law shall prevail.

Section 3. Demotions.

An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to the job, or who voluntarily relinquishes such job, shall not be considered as demoted.

Section 4. Layoff.

a. In the event it becomes necessary to lay off employees in any classification for any reasons, employees shall be laid off in the inverse order of their seniority in such classification after temporary and probationary employees regardless of classification have been laid off first and subject only to the Veterans Law of New York State.

b. The Employer shall forward a list of those employees being laid off to the Local Union President, or in his absence, to an available Union Officer, on the same date that the notices are issued to the employees.

c. Employees to be laid off will have at least seven (7) calendar days notice of layoff.

d. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump any employee in an equal or lower job classification for which he may be qualified with a minimum of on-the-job training, provided the bumping employee has a greater seniority than the employee whom he bumps.

e. Notwithstanding their positions on the seniority list in any classification the Local Union President, Vice President, Secretary, Treasurer, and the Union Stewards shall, in the event of layoff, be continued to work so long as they are qualified to perform the work available. The parties shall be bound by written notification of Council 66 as to the appropriate Union officials.

Section 5. Recall.

a. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail by the Employer. If any employee fails to report for work within five (5) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b. No new employees shall be hired in a classification where employees are laid off until all physically able employees on layoff status within that classification desiring to return to work have been recalled.

Section 6. Consolidation of Jobs.

a. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job of an equal or less job classification for which he may be qualified with a minimum of on-the-job training.

b. If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred.

ARTICLE XVI

DISCIPLINE AND DISCHARGES.

Section 1. Exercise of Rights.

- a. Disciplinary action or measures shall include only the following:
- | | |
|-----------|--|
| Step I. | Oral Reprimand |
| Step II. | Written Reprimand |
| Step III. | Suspension (Notice To Be Given In Writing) |
| Step IV. | Discharge |
- b. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed on or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward of the charges, in writing, immediately upon such disciplinary action being taken.
- c. The disciplined employee upon request will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he is required to leave the premises.
- d. The employee shall have a right to be represented by the Union Steward upon request.

Section 2. Disputes As To Discipline And Discharge.

Should the Employer feel there is just cause for a disciplinary action or discharge and such action is taken, within ten (10) work days of the receipt of such notification, the Union may process the disciplinary action or discharge as a grievance matter at the third (3rd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union. If an employee is subject to Section 75 of the Civil Service Law, a hearing officer shall be appointed by the Library Board and shall not be a member of the Library Board with the cost being equally shared by the Library and the Union.

Section 3. Private Hearings.

Upon application by the Union, an arbitrator in a discipline case shall have the authority to direct the arbitration shall be held in private.

Section 4. Reinstatement.

Any employee found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated and compensated for all lost time and restoration of all other rights and conditions of employment in accordance with the determination made by the arbitrator.

ARTICLE XVII

SETTLEMENT OF DISPUTES.

Section 1. Grievances.

A grievance which arises between the parties involving the application or interpretation of this Agreement will be resolved in the following manner:

Step 1. The Union Steward with or the Union Steward without the employee shall file in writing and take up the grievance with the employee's Department within five (5) workdays of its occurrence; if at that time the Steward is unaware of the grievance, he shall take it up within five (5) work days of his knowledge of its occurrence. However, in no event shall a grievance of more than sixty (60) workdays old from the date of the occurrence be processed. The Department Head shall then attempt to adjust the matter and shall respond in writing to the Steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented by the Union President, or, designee and/or other authorized representative of the Union to the President of the Library Board in writing within five (5) work days after the response of the Department Head is due. The President, or his designee, shall respond in writing to the Union President within ten (10) working days.

Step 3. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the President or his/her designee is due, by written notice to the other, request arbitration.

Section 2. Grievance Waived.

Any grievance not processed within the time provisions of this Article or within the time limits as may be mutually agreed to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

Section 3. Procedure.

a. Within the time limitations appearing at Section 1, Step 3, the New York State Public Employment Relations Board shall be requested by either party to provide a panel of arbitrators in accordance with its rules of procedure.

b. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding.

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement, nor have any power to rule on the legality or illegality of any provisions of this Agreement. Expenses for the

Arbitrator's services and proceedings shall be borne by the party against whom the decision is rendered. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a stenographic record of the proceedings, it may cause such a record to be made and such party shall pay for the record. If both parties desire a stenographic record, they shall bear the costs equally.

Section 4. Union Representatives.

a. Employees selected from the unit by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as Stewards, and the names of the three (3) Union Officers who may represent employees shall be certified in writing to the employer by the Local Union.

b. There shall be one (1) Steward and one (1) Alternate Steward representing the employees. An alternate shall act only in the absence of the Steward. Alternate Stewards shall be exempt from normal seniority rules for layoff purposes only.

Section 5. Processing Grievances.

Stewards may use a reasonable time to investigate and process grievances during working hours without loss of pay, provided that such Steward's immediate supervisor is notified that he is leaving his place of employment for such purpose, that his destination is disclosed, and that his absence will not unduly interfere with work to be performed.

Section 6. Labor - Management.

Conference between representatives of the Employer (The Board of Trustees) and representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 7. Safety.

a. Employees will participate in safety programs organized by the Employer, wear protective clothing and use protective equipment and devices provided by the Employer.

b. Willful violation of safety rules will be cause for disciplinary action.

c. Management, union representatives or any employee who observes a violation of safety, shall report this infraction to the supervisory people immediately.

d. The Employer shall not place any employee by reason of assignment or reassignment in a position that would cause that employee or any other employee to be left in an

unsafe working environment. Conversely, no employee shall place himself or herself or a fellow employee in an unsafe environment, by any action on his part.

e. Safety procedures shall be established in each workstation or department by January 1, 1991.

ARTICLE XVIII

STRIKES AND LOCKOUTS.

Section 1. Lockouts.

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes.

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XIX

CONTRACTING - SUBCONTRACTING.

a. The Union recognizes that the Library has in the past contracted and subcontracted certain work and services for and on behalf of the Library and it agrees not to interfere with or make complaint with such practice.

b. With respect to contracting or subcontracting of work or services not previously contracted or subcontracted by the Library in such cases where the Union asserts that the contracting or subcontracting would have an impact on the unit by displacing a unit employee, then in such event the Library agrees to meet with the Union to discuss this issue.

c. This article shall not in any way prohibit the use of volunteers in the Library so long as the use of said volunteers does not have an impact on the unit by laying off or displacing a unit employee.

ARTICLE XX

GENERAL PROVISIONS.

Section 1. Pledge Against Discrimination and Coercion.

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

b. All references to employees in this Agreement designate both sexes; and wherever the male gender is used it shall be construed to include male and female employees.

c. The Employer and the Union agree not to interfere with the rights of the employees to become or refrain from becoming members of the Union, and the Employer and the Union agree that there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives and by the Union or its representatives against any employee because of Union membership or non-membership. The Employer will similarly not interfere with the exercise of a legally or contractually permitted activity by an employee in an official capacity on behalf of the Union.

Section 2. Union Activities On Employer's Time and Premises.

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

1. Post Union notices (by the Steward);
2. Attend Library negotiating meetings (Union Committee) not to exceed two (2) employees.

Section 3. Protective Clothing.

The Employer reserves the right to designate a specific protective clothing in each category. In the event the Employer designates specific protective clothing, the Employer will supply such protective clothing.

Section 4. Part-Time. Temporary Employees, Pages.

a. Part-time employees employed on a regular year-round basis, eighteen (18) hours or more each week, but less than the normal work week, shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement with the exception of sick leave and vacation credits, which shall be on a pro-rata basis.

b. When necessary, temporary employees may be hired, however, no such employee shall be hired for a period in excess of six (6) months. Temporary employees shall not be entitled to receive any benefits provided by this Agreement nor shall they be paid rates in excess of those provided by this Agreement. This section excludes temporary position replacing employees on leave of absence.

c. Library Pages working more than twenty-four (24) hours per week shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement, with the exception of hospitalization and health benefits. Sick leave, personal leave, and vacation credits shall be on a pro rata basis.

d. The Library may hire employees on special projects for a period not to exceed eighteen (18) months. These employees will receive wages as stated in this Agreement and if

they are employed beyond the eighteen (18) month period, they shall become permanent and their seniority date will revert back to their original date of hire. Special projects shall be defined and the number of employees hired shall be determined by agreement between labor and management prior to the commencement of any special project.

Section 5. Disabled Employees And Jobs Dangerous To Health.

The Board shall make reasonable effort to place employees who, through physical sensitivity, or otherwise, become partially disabled on their present jobs, in work which in the judgment of the Board they are able to perform. Employees shall submit a doctor's certificate to the Board indicating the period of partial disability and employee's ability to work.

Section 6. Availability Of Agreement.

Employer shall provide copies of this Agreement to all employees in the bargaining units and all new employees as they are hired. The cost of printing the Agreement shall be shared equally with the Union. The Union shall have the opportunity to review cost estimates of printing of a reasonable number of copies.

Section 7. Car Allowance.

Any employee required to use his/her private vehicle for Library use shall be reimbursed at the applicable IRS rate and shall receive any and all other compensation granted by Library Board Resolutions. Any changes in the IRS rate shall be applied prospectively on January 1st after the announced change.

Section 8. Work Rules.

New work rules promulgated by the Director shall be first reproduced and presented to the Stewards at least two (2) days prior to posting. If a conference is desired by either party to discuss the new work rules it must be requested prior to the 5th day following posting of the new work rules. If at all possible, such conference will be held on or before the 5th day following posting after new work rules are posted for five (5) days they shall become effective. However, the fact the requested conference is held after the 5th day of posting, by necessity, will not preclude reconsideration, withdrawal, or amendment of such new work rules or any part thereof. Discriminatory application of work rules shall be subject to the grievance procedure after Article XVII, Section 6 has been applied.

Section 9. Travel Advance.

The Employer shall adopt the City of Plattsburgh travel advance policy as it currently exists or is thereafter amended.

Section 10. Library Work Force.

The Employer agrees that at no time will the work force in the Library (including management) have less than two (2) persons on duty at any given time.

Section 11. Payroll Deduction/Deferred Income.

The Employer shall institute a tax deferred savings program open to all members to participate in by payroll deductions. Such program shall be consistent with other Employer plan(s) and shall be at no cost to the Employer.

ARTICLE XXI

SAVINGS CLAUSE.

Should any Article, Section or portion thereof of this Agreement be held unlawful by any court of competent jurisdiction, such order or judgment shall only apply to the specified Article, Section or portion thereof directly specified in the order or judgment. Upon issuance of such order or judgment, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXII

MANAGEMENT'S RIGHTS.

Section 1. Rights Reserved Except As Contracted Away.

The Employer reserves the exclusive right to manage the business of the Public Library and to direct the employees in the discharge of their duties. The right to manage and direct the employees, including the right to hire, suspend or discharge for proper cause, the apportionment of the work force and the right to control the City's property. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this Agreement.

Section 2. Definition of Positions.

It is understood by the Parties that incidental tasks related to the regular duties of a position are not always specifically enumerated in a job description. Nevertheless, it is intended that these incidental tasks shall be performed by the employees as required.

ARTICLE XXIII

TERMINATION AND MODIFICATION.

a. This Agreement shall be effective as of the execution date hereof with respect to working conditions contained therein. It shall be effective as of July 1, 2001 with respect to retroactive pay in accordance with other provisions herein elsewhere contained. Except as herein

provided it shall remain in full force and effect until the 30th day of June 2006. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin not later than one hundred fifty (150) days prior to the termination date, this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph "c."

b. Retroactive pay shall be paid to all Library employees. However, in order for an employee to receive retroactive pay, he/she must still be an employee at the time the contract has been approved by both parties with the following exception:

If an employee terminates his/her employment prior to the approval of said contract then said retroactive pay shall be paid only up to the date of termination or December 31st, whichever comes first.

c. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in paragraph "a."

d. Notice of termination or modification shall be in writing and shall be sufficient if sent to the Union, to the Local Union Secretary, and to the Employer, addressed President and Library Board of Trustees, Plattsburgh, New York, or to such address as the Union or the Employer may make available to each other.

ARTICLE XXIV

COMPLETE AGREEMENT (ZIPPER CLAUSE).

a. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with regard to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

b. This is the complete Agreement between the Parties and there is no other Agreement expressed or implied.

c. By mutual consent, the Parties may meet for the purpose of negotiating a supplemental Agreement. A refusal to consent shall not be subject to any grievance procedure contained in this Agreement.

APPENDIX "A"
JOB CLASSIFICATIONS AND WAGE SCHEDULE.

The Employees covered by this Agreement are in the following job classifications:

Librarian II
Librarian I
Library Assistant
Senior Library Clerk
Typist
Library Clerk
Cleaner
Senior Library Page
Page

They shall be compensated in accordance with the wage schedule established below:

Effective July 1, 2001, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2002, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2003, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2004, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2005, all employees covered by this Agreement shall receive a wage increase of three percent (3%).

Such wage increase percentages shall be computed on the employee's rate of pay.

The following rates of pay shall apply to employees hired after July 1, 1979.

| <u>Job Title</u> | <u>7/1/01</u> | <u>7/1/02</u> | <u>7/1/03</u> | <u>7/1/04</u> | <u>7/1/05</u> |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Librarian II | \$16.43 | \$17.00 | \$17.60 | \$18.21 | \$18.76 |
| Librarian I | \$15.07 | \$15.60 | \$16.14 | \$16.71 | \$17.21 |
| Library Assistant | \$13.29 | \$13.75 | \$14.24 | \$14.73 | \$15.18 |
| Senior Library Clerk | \$12.38 | \$12.81 | \$13.26 | \$13.72 | \$14.14 |
| Typist | \$11.43 | \$11.83 | \$12.24 | \$12.67 | \$13.05 |
| Library Clerk | \$11.03 | \$11.42 | \$11.82 | \$12.23 | \$12.60 |
| Cleaner | \$10.04 | \$10.39 | \$10.75 | \$11.13 | \$11.46 |
| Senior Library Page | \$ 8.49 | \$ 8.79 | \$ 9.09 | \$ 9.41 | \$ 9.70 |
| Page | \$ 5.93 | \$ 6.14 | \$ 6.35 | \$ 6.58 | \$ 6.77 |

See Corrected Appendix

CORRECTED 11/10/03

APPENDIX "A"
JOB CLASSIFICATIONS AND WAGE SCHEDULE.

The Employees covered by this Agreement are in the following job classifications:

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Effective July 1, 2003, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2004, all employees covered by this Agreement shall receive a wage increase of three and one-half percent (3.5%).

Effective July 1, 2005, all employees covered by this Agreement shall receive a wage increase of three percent (3%).

Such wage increase percentages shall be computed on the employee's rate of pay.

The following rates of pay shall apply to employees hired after July 1, 1979.

| <u>Job Title</u> | <u>7/1/01</u> | <u>7/1/02</u> | <u>7/1/03</u> | <u>7/1/04</u> | <u>7/1/05</u> |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Librarian II | \$16.43 | \$17.01 | \$17.61 | \$18.23 | \$18.78 |
| Librarian I | \$15.07 | \$15.60 | \$16.15 | \$16.72 | \$17.22 |
| Library Assistant | \$13.29 | \$13.76 | \$14.24 | \$14.74 | \$15.18 |
| Senior Library Clerk | \$12.38 | \$12.81 | \$13.26 | \$13.72 | \$14.13 |
| Typist | \$11.43 | \$11.83 | \$12.24 | \$12.67 | \$13.05 |
| Library Clerk | \$11.03 | \$11.42 | \$11.82 | \$12.23 | \$12.60 |
| Cleaner | \$10.04 | \$10.39 | \$10.75 | \$11.13 | \$11.46 |
| Senior Library Page | \$ 8.49 | \$ 8.79 | \$ 9.10 | \$ 9.42 | \$ 9.70 |
| Page | \$ 5.93 | \$ 6.14 | \$ 6.35 | \$ 6.57 | \$ 6.77 |

APPENDIX "B"

FAMILY MEDICAL LEAVE

The Parties agree to fully comply with the Family Medical Leave Act ("FMLA"), which is a federal law that became effective on August 5, 1993.

In accordance with rights provided by statute:

1. Family and medical leave shall be granted to an eligible employee to a total of twelve work weeks of leave during any twelve month period for the following:
 - A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - B. Because of placement of a son or daughter with the employee for adoption or foster care;
 - C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
 - D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. An eligible employee is one who has worked at least 1,250 hours during the previous 12 months for the employer.
3. An employee entitled to leave under this policy may be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12-week period of leave granted pursuant to this policy.
4. The City shall maintain coverage for health insurance for an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. Specifically, those employees required to co-pay will be required to continue doing so. The City may, to the extent permitted by the collective bargaining agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results from the conditions necessitating the leave or such failure to return is beyond the control of the employee.
5. Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Medical Leave Act.
6. Employees shall continue to accrue seniority.
7. Employees may have the option to take FMLA leave intermittently or by working a reduced work week.

APPENDIX "C"

DOMESTIC PARTNERS.

Agreement with the Local 788, AFSCME Council; 66, AFL-CIO for the Plattsburgh Public Library representing City of Plattsburgh employees provides for the extension of coverage to the domestic partners of City employees in the City of Plattsburgh's health insurance program and the dental/vision programs administered by the City. If you receive prescription drugs, dental or vision benefits from an Employee Benefit Fund, that fund may also permit you to enroll an eligible domestic partner.

To determine if your domestic partner (partner) qualifies for enrollment, carefully read these instructions and the attached information on the eligibility requirements, the affidavits you must both sign, the proof you must submit, the enrollment application, and important tax information you should know.

The affidavits and documents you are required to submit are only intended to establish the eligibility of your domestic partner for benefits available to you as a City of Plattsburgh employee. However, it is recommended that you seek advice from your attorney regarding any possible legal and financial implications before you take the actions required to provide this benefit to a domestic partner.

Who can be covered as a domestic partner

Unmarried enrollees may cover same or opposite sex partners with whom they reside and have a committed, long term relationship of mutual support, and for whom they have assumed long term financial responsibility or have mutual financial responsibility. See the Affidavit of Domestic Partnership for details. Persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership as described in these documents, will not be considered to be domestic partners for the purpose of enrollment in City of Plattsburgh benefit programs.

How to enroll a domestic partner

You must do four things. First, you and your partner must complete the Affidavit of Domestic Partnership. Second you and your partner must complete the Affidavit of Financial Interdependence. Third, you must complete a Health Insurance Enrollment Application & Change form. Fourth, You must submit these documents along with two items of proof of financial interdependence and proof of residence for both partners to your Health Benefits Administrator. In addition to the above, if your partner qualifies as your dependent for federal tax purposes and you wish to avoid the additional taxes that may result from this benefit (see Income Tax Implications), you must also complete the Dependent Tax Affidavit and return it with the other documents. Applications filed without the required affidavits or proof will not be processed. Ambiguity or lack of clarity will not be interpreted in the employee's/partner's favor.

When coverage begins

If you are enrolled in the City of Plattsburgh's health insurance plan, have satisfied the one year residency and financial requirement, and you have submitted all required documentation to your Health Benefits Administrator on or before or within seven days of your partner's first eligibility, the coverage for your partner begins on the date of first eligibility. If you apply more than seven days but less than 29 days after the date of first eligibility, coverage for your partner begins on the first day of the payroll period following the pay period in which you have submitted all required documentation to your Health Benefits Administrator. If you apply 29 days or more after the date of first eligibility, you will be subject to a late enrollment period and coverage for your partner will begin on the first day of the fifth payroll period following the payroll period in which you apply. Your partner's date of first eligibility is the day that is exactly one year later than the latest date on the supporting documents submitted with your application for coverage.

If you are not enrolled in the City of Plattsburgh's health insurance plan, coverage for both you and your partner may be deferred until you satisfy the new employee or late enrollment waiting period. Ask your Health Benefits Administrator if you must satisfy a waiting period.

When coverage ends

Coverage for your domestic partner will end on the day on which you and/or your partner no longer meet one or more of the requirements on the two affidavits you both have signed. The terms and conditions of your coverage requires you to report this relationship termination within 14 days of its occurrence.

How to report that the partnership has ended

Within 14 days of the date the partnership ends, you must complete and submit the form "Termination of Domestic Partnership". The form is available from your Health Benefits Administrator and must be submitted immediately upon termination of the partnership. Failure to file the form on a timely basis may have serious negative consequences for you and your partner. You may be liable for claims paid for your former partner for medical services rendered on and after the date the partnership ended. You may not enroll another domestic partner, or re-enroll the same domestic partner, until two years after the date the "Termination of Domestic Partnership" form is filed with the Health Benefits Administrator. Your former partner's 60-day eligibility period for applying for COBRA continuation coverage starts on the date of relationship termination, not the notification date.

Dental and Vision Coverage's

If you receive these benefits from the City of Plattsburgh it will be extended to your Domestic Partners if and only if your Domestic Partner qualifies under the IRC Section 152.

INCOME TAX IMPLICATIONS

Imputed Income: Under IRS rules, if a domestic partner is not a “dependent” within the meaning of Section 152 of the Internal Revenue Code (IRC), the “fair market value” of the partner’s coverage, less any contribution by the enrollee, is treated as income for federal tax purposes. Check with your Health Benefits Administrator for an approximation of the fair market value for City of Plattsburgh administered health, dental and vision coverage’s and check with the applicable benefit fund regarding the tax status of the benefits provided by them. These values, referred to as “imputed income”, will be added to your annual salary for income tax purposes and will apply even if you cover other dependents in addition to your partner. If your partner qualifies as a dependent under IRC 152, there will be no imputed income. If you qualify under this section, (and only if you qualify) you must complete the Dependent Tax Affidavit and submit it with your other enrollment documents:

Pre-tax Contribution Program Implications: Under IRC Section 125 rules governing pretax contributions, a domestic partner is not an eligible dependent unless they qualify under Section 152. Therefore, if your partner is a covered dependent, the part of the premium you pay for the dependent portion of your health insurance coverage will be deducted on a post-tax basis. The W-2 form issued by the Office of the City Chamberlain at the end of the tax year will show only the amount of your premium for the Individual portion of your coverage on a pre-tax basis.

Coverage For Partner’s Children

You may provide coverage under the City administered benefit programs for your partner’s child (children) if the child permanently resides in your household and you provide more than 50% of the child’s support. To enroll the child, ask your Health Benefits Administrator for form “Statement of Dependence” (SOD). After you complete the form and return it to your Health Benefits Administrator, you will be advised if the child is eligible for coverage. Documentation of the statements made on the SOD may be required. Requirements for coverage of your partner’s child (children) under union Employee Benefit Funds may differ from those of the City’s administered programs. Consult the appropriate Employee Benefit Fund for their requirements.

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivision (b), (c) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh Health Insurance Program. This information will be maintained by the Director of Human Resources, 41 City Hall Place, Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

STATE OF NEW YORK) SS.:
COUNTY OF CLINTON)

Application for:

____ City of Plattsburgh Health Insurance Program
____ City of Plattsburgh Dental/Vision Program

The undersigned, being duly sworn, depose and declare as follows:

We are both eighteen years of age or older and unmarried. If either or both of us has been married, we submit evidence of the termination of the marriage.

We are not related by blood in a manner that would bar marriage under the laws of the State of New York.

We are each other's sole domestic partner, have been so for at least one year prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.

We have been living together on a continuous basis for a least one year prior to the date of this affidavit. (See reverse for proof of residency.)

One of us is enrolled in the City of Plattsburgh's Health Insurance Program.

Neither of us has been registered as a member of another domestic partnership within the last two years.

I, the enrollee, affirm that I will file a Termination of Domestic Partnership form within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.

I, the enrollee, understand that any false or misleading statement made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by my employer.

Print Name (Enrollee)

Social Security Number/Date of Birth

Address

Address

Signature

Print Name (Partner)

Social Security Number/Date of Birth

Address

Address

Signature

Sworn to before me this
____ day of _____, 20__

Notary Public

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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PROOF OF ONE YEAR RESIDENCY

To enroll your domestic partner in the City of Plattsburgh's Health Insurance Benefit programs, you must submit a copy of one item of proof that you and your partner have resided together for at least one year. The proof may be one document with both names or two separate documents that show the residence of each partner. The following is a list of some of the items that can be used to demonstrate proof of residency. You may submit a copy of another document that proves residency began at least one year ago.

Driver's license

Automobile Registration

Lease agreement

Mortgage agreement

Tax return

Bank statement

Passport

Insurance benefits statement

Pay check stub

Utility bill

Telephone Bill

Joint membership (e.g., church or family association)

Registration as a domestic partnership in the municipalities that have established such a procedure (e.g., Albany, New York City, Rochester, Ithaca)

STATEMENT OF DEPENDENCE

STATE OF NEW YORK)
 : SS.:
COUNTY OF CLINTON)

The undersigned, being duly sworn, depose and declare as follows:

My domestic partner, _____, fully qualifies as my dependent under Internal Revenue Code rule 152. I understand that if my partner's dependent status under IRC 152 changes at any time during the tax year, I will be responsible for reporting and paying tax on any resulting imputed income. (See reverse side for definitions in Internal Revenue Code rule 152.)

Print Name (Enrollee)

Address

Address

Signature

Sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

* It is recommended that you seek the advice of an attorney prior to completing this affidavit

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivisions (b), (e) and(f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources 41 City Hall Place Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

The following are definitions extracted from the Internal Revenue Code that may be helpful in determining if a domestic partner qualifies as a dependent for federal purposes. It is recommended that you seek the advice of an attorney prior to completing this affidavit.

Section 152. DEPENDENT DEFINED.

(a) GENERAL DEFINITION. For the purpose of this subtitle, the term "dependent" means any of the following individuals over half of whose support, for the calendar year in which the taxable year of the taxpayer begins, was received from the taxpayer (or is treated under subsection (c) or (e) as received from the taxpayer):

(9) An individual (other than an individual who at any time during the taxable year was the spouse, determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.

(b) RULES RELATING TO GENERAL DEFINITION. For purpose of this section-

(5) An individual is not a member of the taxpayer's household if at any time during the taxable year of the taxpayer the relationship between such individual and the taxpayer is in violation of local law.

The undersigned, being duly sworn, depose and declare as follows:

We are domestic partners who reside together and are financially interdependent. We submit original documents of two of the following items (at least one of the two items must be from List A) as proof of our financial interdependence:

(Note: Original documents will be copied only to the extent necessary to document receipt and returned to you.)

LIST A

joint obligation on a loan (including an affidavit for a personal loan

joint ownership of our residence

joint renter's or home owner's insurance policy

joint responsibility for child care (e.g., school documents, guardianship)

designated as beneficiary under the other's life insurance policy, retirement benefits accounts or will or executor of each other's will

an affidavit by a corporate creditor or other disinterested third party qualified to testify to partners' financial interdependence

mutually granted durable power of attorney

LIST A (continued)

designation of one partner as the by a creditor representative payee for the other's government benefits

joint ownership of holding of investments

joint ownership or lease of a motor vehicle

both listed as tenants on the lease of our shared residence

mutually granted authority to make health care decisions (e.g., health care power of attorney)

share a household budget for the purpose of receiving government benefits

I claim my partner as a dependent for federal tax purposes

LIST B

___ joint bank account

___ joint credit or charge card(s)

LIST B (continued)

___ status as authorized signatory on the partner's bank account, credit card or charge card

___ other proof establishing economic interdependence

NOTE: Proof submitted must show financial interdependence for at least one year.

Print Name (Enrollee)

Address

Address

Signature

Sworn to before me this
___ day of _____, 20___

Print Name (Partner)

Address

Address

Signature

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources 41 City Hall Place Plattsburgh, New York, 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

TERMINATION OF DOMESTIC PARTNERSHIP

I _____ certify that:
Name of employee (Please Print)

1. I _____, and _____
Name of employee (Please Print) Name of Domestic partner (Please Print)

Have terminated our domestic partnership.

2. I affirm that the effective date of termination of this domestic partnership is

Date

3. I affirm that a copy of this termination statement will be provided to my former domestic partner within seven days.

4. I understand that another Affidavit of Domestic Partnership cannot be filed until two years after this statement of termination of the previous partnership has been filed with my employing agency's Health Benefits Administrator.

5. I affirm that assertions in this notice are true to the best of my knowledge and understand that false statements may require payment by myself of claims incorrectly paid on behalf of my former partner listed above. I understand that false statements may result in disciplinary action by my employer or in other legal actions appropriate to the prosecution of insurance fraud.

Signature of employee

Date

Social Security Number

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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IN WITNESS WHEREOF, the parties hereto set their hand as of the 29th day of October, 2003.

FOR THE PLATTSBURGH PUBLIC LIBRARY EMPLOYEES

Denise Nephew

President, Local 788
Denise Nephew

Karen Ricketson

Vice President, Local 788
Karen Ricketson

Katherine S. Cayea

Secretary, Local 788
Katherine S. Cayea

Kenneth J. Larkin

Area Union Representative Council 66
Kenneth J. Larkin

FOR THE PLATTSBURGH PUBLIC LIBRARY

Alexander Edwards

Acting President, Board of Trustees
Alexander Edwards

Sonia K. Long

Library Director
Sonia K. Long

Lori A. Cantwell

Labor Attorney
Lori A. Cantwell, Esq.

Emy L. Pombrio

Labor Attorney
Emy L. Pombrio, Esq.

John R. Linney

Human Resource Manager
John R. Linney

