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Union: **Long Beach Public Library Unit 7246, CSEA, AFSCME, AFL-CIO**

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

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GEN 17205

AGREEMENT

by and between the
BOARD OF TRUSTEES

of the
LONG BEACH PUBLIC LIBRARY

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

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Long Beach Public Library Unit #7246
Nassau County Municipal Employees Local 882

July 1, 2006 - June 30, 2009

40



Long Beach Public Library Labor Contract 2006-2009
Table of Contents

Automobile Expense	-	37
Beneficiary Authorization	-	Exhibit "B"
Building Closing	-	11
Catastrophic Leave Bank	-	29-30
Compensable Injury	-	25-27
CSEA	-	Exhibit "A"
Disability	-	41
Entire Agreement Modification	-	58
Flexible Benefits Plan	-	42
Family Medical Leave Policy	-	Exhibit "D"
General Provisions	-	55-56
Grievances	-	48-54
Grievance Form	-	Exhibit "C"
Health & Safety	-	13-14
Holidays Recognized & Observed	-	16-18
Hospital & Medical Benefits	-	39-40
Hours of Work	-	7-10
Illness/Injury in the Family	-	27-28
Illness/Injury while on AL	-	28
Management Rights	-	56-58
Opt-Out	-	40-41
Paid Leave	-	
Jury Duty	-	30
Civic Duty	-	30-31
Personal Leave	-	31
Pay Period	-	37
Personnel Records	-	14-16
Professional Growth	-	37-39
Rest Periods	-	10-11
Retirement Plan/Unused Leave	-	42-45
Savings Clause	-	54-55
Seniority	-	45-46
Sick Leave	-	24-25
Special Observances	-	18
Strikes & Lockouts	-	55
Termination	-	58-59
Trainee Title	-	Appendix "C"
Union Issues	-	1-7
Unpaid Leave	-	
Maternity/Paternity & Childcare	-	31-33
Union	-	33
Other Leaves	-	33-34
Vacations	-	19-23
Wages & Longevity	-	34-37
Wages Current	-	Appendix "A" & "B"
Working Conditions	-	12-13
Work Force Changes	-	46-48

AGREEMENT between the BOARD OF TRUSTEES OF THE LONG BEACH PUBLIC LIBRARY and CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, A.F.S.C.M.E, Nassau Municipal Local 882, Library Unit 7246.

This AGREEMENT entered into by the Long Beach Public Library (hereinafter "Employer") and the Civil Service Employees Association, Inc. (hereinafter "C.S.E.A.") has as its purpose, the promotion of harmonious relations between the Employer and the C.S.E.A.; 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 employment.

It is understood by and between the parties that any provision of this AGREEMENT requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE I

RECOGNITION

The Employer recognizes the C.S.E.A. as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its full-time and part-time employees, including, Librarians,

Librarian Trainees,¹ Clerical Employees, Library Programmer, Information Assistants and Custodians, excluding Director, Assistant Director, Administrative Assistant to the Director, Bookkeeper, Attorney, Pages and Staff of the Board of Trustees.

ARTICLE II

ASSOCIATION SECURITY

Section 1. CHECKOFF OF C.S.E.A. DUES

(a) The Employer agrees to deduct C.S.E.A. membership dues, in accordance with the amount certified by the C.S.E.A. to the Employer, and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of C.S.E.A. dues provided by the C.S.E.A. from the pay of all employees who have executed such authorization for payroll deduction of C.S.E.A. dues, copies of which authorizations shall be forwarded to the Employer.

(b) Payroll deduction of C.S.E.A. dues under the properly executed authorization for Payroll Deduction of C.S.E.A. Dues forms, shall be effective at the time the written authorization is received by the Employer, on the form annexed hereto as Exhibit A, and shall be deducted from the next full

¹See Appendix C

payroll, and from each payroll thereafter, from the pay of the employee.

(c) The aggregate total of all such deductions shall be remitted at the time of the deduction to the designated financial officer of the C.S.E.A. The Employer shall, upon request of the C.S.E.A., provide a list of employees from whose pay dues have been deducted.

(d) Any changes in the amount of the C.S.E.A. dues to be deducted must be certified by the C.S.E.A., in writing, and be forwarded to the Employer.

(e) Revocation of Authorization Cards shall be subject to the conditions thereon. (See Exhibit A.)

Section 2. ACCESS TO PREMISES

The Employer agrees to permit outside representatives of the C.S.E.A. to enter the premises of the Employer for discussion of working conditions with employees, provided such representatives do not unduly interfere with the operations of the Employer or the performance of duties assigned to the employees, and provided further that permission from the Director is obtained, which permission shall not be unreasonably withheld.

Section 3. BULLETIN BOARDS

The Employer agrees to provide space for a bulletin board for the exclusive use of the C.S.E.A., to post notices at the Main Branch. The use of such facilities shall be confined to legitimate C.S.E.A. business.

Section 4. AID TO OTHER UNIONS, ASSOCIATIONS, ETC.

The Employer agrees that there will be no aid, promotion or financing by the Employer of any labor group or organization other than the C.S.E.A. which purports to engage in collective bargaining on the part of the employees, or those designated as its representatives or subordinate staff, for any purpose.

Section 5. ACCESS TO PERSONNEL INFORMATION

(a) The Employer agrees to provide to an employee designated by the President of Unit 7246 access to the following information when reasonably requested with respect to the current status of each employee subject to this Agreement, including all new employees hired: (i) job classification and job description, (ii) wages and benefits, and (iii) whether employment is on a permanent, provisional or temporary (length of time) basis. Such information shall include information on all personnel whom the Employer may employ through funds provided by any source

whatsoever. The C.S.E.A. may make photostatic copies of such information on a machine to be provided by the Employer.

(b) All employees shall receive a written copy of their job description at the time of initial employment, and at the time they change title. The Employer shall also provide each employee with the current status of his or her annual and sick leave benefits twice a year², and at such other times as requested by the employee.

Section 6. COPY OF AGREEMENT

All employees included within the bargaining unit shall receive a copy of this AGREEMENT. A copy of the current AGREEMENT shall be made available to all new employees on their first day of employment, provided sufficient copies of the AGREEMENT are furnished to management by the union. The union shall provide the Library with a minimum of 150 copies of this AGREEMENT.

Section 7. COPYING PRIVILEGES

The C.S.E.A. will be permitted to use photocopying and printing equipment of the Library, for C.S.E.A. business, at reasonable times, when the Employee is not on duty and such

²Unless otherwise modified or defined herein, the term "year" shall mean the calendar year.

equipment is not otherwise in use. There shall be no charge for such use, except that the C.S.E.A. shall pay for supplies at the Employer's rate.

Section 8. LABOR-MANAGEMENT COMMITTEE

In order to inform each other of the needs and problems involved in the operation of the Library, the Employer and the C.S.E.A. will establish a Labor-Management Committee consisting of two designated representatives from each party, to meet as needed at mutually agreeable times, for the discussion of mutual goals, Library procedures, Library policies, personnel problems, and the quality of service to the community.

Section 9. LIBRARY BOARD MEETINGS

The Employer shall provide the C.S.E.A. with a copy of the agenda of each Board Meeting as soon as it is available. A copy of the approved minutes of the Board of Trustees' meetings shall be given to the C.S.E.A., upon request, as soon as it is available. Bills and schedules shall be made available to the C.S.E.A., upon request, prior to the meeting. The C.S.E.A. shall be accorded a regular place on the agenda of each Board Meeting to present statements, information, problems, etc.

Section 10. FREEDOM OF INFORMATION

All information to be supplied to the C.S.E.A. hereunder shall be subject to the Freedom of Information Act and the Right to Privacy Laws including all State laws governing Freedom of Information and Right to Privacy.

ARTICLE III

HOURS OF WORK

Section 1. WORK WEEK

(a) The work week shall consist of thirty-five (35) hours per week, with no more than seven (7) hours per day, except in the event of an emergency or administratively approved overtime. Such hours, for all employees except custodial employees, shall be calculated on the basis of a five (5) day week within a six (6) day period, excluding Sundays.

(b) All employees, in addition to their regular work week, shall be required, if requested, to work any Sunday when the Library is open. Employees shall be scheduled to work on Sundays on a rotating basis so that the Sundays to be worked shall, if possible, be equally distributed. Employees may volunteer for Sunday work so long as the Employer is able to satisfy its staffing needs thereby. In the event that the number of volunteers is either too numerous or too few, the Employer shall

implement a rotating schedule to meet Sunday staffing needs. In the event the number of Sunday volunteer Librarians is insufficient, the Employer shall attempt to hire a Librarian for Sunday only. All employees who work on Sundays shall be paid at the rate of double their regular hourly rate, except the weekend custodian who is paid their regular rate unless they work a full time week (35 hours or more), in which case they shall receive double time rate of pay. If the Library is forced to close on a Sunday that it had been scheduled to be open, staff scheduled to work shall receive their regular weekday rate of pay. To ensure adequate coverage in a staffing emergency, overtime may be required and shall be assigned on a voluntary basis. Absenting any volunteers, staff shall be required to work on a rotational basis. All other overtime, except Sundays, shall be voluntary, except in the case of emergency, and shall be compensated as follows: an employee may elect either (i) payment at one and one-quarter of the employee's regular hourly rate for the first (5) five hours of overtime in any one week or (ii) compensatory time off at one and one-quarter of the employee's regular hourly rate for the first five (5) hours of overtime. In the event an employee works at least eleven (11) continuous hours (time off for lunch and dinner shall be included in calculating such shift),

such employee shall, in addition to being compensated as set forth herein, beginning July 1, 2007, receive fifteen dollars (\$15.00) and one (1) hour off without loss of pay for dinner, provided, such employee shall present a dinner receipt to the Employer and refund the difference, if any, between the amount of the dinner receipt and the fifteen dollars (\$15.00) disbursed for dinner. Additionally, employees shall receive compensatory time for any portion of such dinner during which they are required to work. No employee shall be subject to disciplinary action for declining to work an overtime shift (except for Sundays).

(c) Any request by an employee to work overtime must get prior written administrative approval. Administrative approval can be established by initial or signature of the Director or Assistant Director on an employee's time card. All accrued credit for overtime must be used within sixty (60) days of such accrual or same shall be added automatically to employee's next ensuing paycheck.

(d) A part-time employee is defined as one who works less than thirty-five (35) hours per week (not including Sunday hours) on a regular basis. A full-time employee is defined as one who works thirty-five hours per week (not including Sunday hours) on a regular basis.

(e) Any employee who is required to work a split workday (morning and evening) because of staff shortage, job related meetings and/or program coverage shall be reimbursed for their actual travel for the second trip to and from home at a rate equal to the then-current IRS mileage rate.

Section 2. REST PERIODS

All employees' work schedules shall provide a fifteen (15) minute rest period during each half-day shift (to be taken in the building, unless permission is granted by the supervisor to leave, in which event, they shall punch out and in on the time clock). The rest periods shall be scheduled at the middle of each shift, whenever this is feasible. This rest period shall not be interrupted by the Employer; except for emergencies; and Library business that must be transacted with an employee at this time shall not take place in the Employee's Lounge. Rest periods shall not be contiguous to the lunch period or the end of the work day unless administratively approved. All other rest periods shall be prorated, based upon the 15 minute interval stated above and are as follows:

7 hour person gets two 15 minute breaks;

6 hour person gets two 13 minute breaks;

5 hour person gets one 20 minute break; and

3 and 4 hour persons get one 15 minute break.

Section 3. LUNCH PERIODS

All employees working a seven (7) hour day shall have an uninterrupted lunch period of at least one (1) hour without pay. Any employee working a six (6) hour day shall have an uninterrupted lunch period of at least thirty (30) minutes without pay.

Section 4. BUILDING CLOSINGS

When the Library closes for emergencies such as (i) weather, taking into consideration local, county and state government advisories (ii) repairs or (iii) other emergency conditions beyond the control of the employees, all employees shall receive their regular rate of pay during said period without deduction. The accrual of all other benefits shall continue through this period. If such closing occurs on an employees annual, free, personal or sick day, additional time shall not be granted.

Section 5. ABUSE OF POSITION

Employees of the Library have the same rights and responsibilities as patrons. As such, they shall not abuse their positions. Such abuse shall include, but not be limited to, extending due dates of items, clearing in material that is lost,

and/or altering the reserve queue for themselves, their families and/or friends.

ARTICLE IV

WORKING CONDITIONS

Section 1. THE FOLLOWING SHALL BE PROVIDED BY THE EMPLOYER

(a) The Employer shall continue to provide a staff lounge, suitably furnished, which shall be kept at comfortable temperatures throughout the year. This room shall not be used for any purpose other than a staff lounge. Employees of the Library, and those persons designated by the Director shall be the only personnel permitted to use the lounge. Any such designation by the Director shall be subject to the consent of the staff. Such consent shall be given by the C.S.E.A. Unit President or their designee, if available. All library staff shall participate in maintaining the cleanliness of the staff lounge refrigerator by removing all belongings prior to 5:00 p.m. each and every Friday. Neither management nor union shall be responsible for the loss of any items.

(b) The employees shall be provided with locking closets for storage of personal items.

(c) Task oriented lighting will be provided.

(d) All employees shall be reimbursed for the cost of replacing dentures, eye-glasses, hearing aids or similar body appurtenances, clothing or other personal property not covered by Workers' Compensation or other insurance, which are destroyed, lost or damaged while on Library premises as a result of an injury or act sustained in the course of employment and which is not caused by the employee's negligence or intentionally wrongful conduct, subject to the following conditions:

(1) The aggregate of reimbursements for all employees shall not exceed \$4,500.00 per fiscal year, commencing July 1, 2006;

(2) Commencing July 1, 2006, the maximum individual reimbursement shall not exceed \$800.00 per claim;

(3) Commencing July 1, 2006, in the event that at the end of the year the aggregate of all claims exceeds \$4,500.00, then each claim shall be abated proportionately, and monies may be withheld from employees' salary to effectuate such abatement;

(4) Claims for reimbursement must be filed with the Administrative Assistant who will notify the employee within twenty (20) working days as to whether the claim is proper and appropriate.

Section 2. HEALTH AND SAFETY

No staff member shall be required to perform more than three consecutive hours of data entry without a fifteen (15) minute break (during which time they shall be required to perform another task or function); provided, this shall not apply to bar code scanning. At all times during the term of this AGREEMENT the Employer shall equip and maintain its facilities so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein.

The Library will conduct biannual fire drills, with training, during the term of this AGREEMENT.

Section 3. PERSONNEL RECORDS

(a) Employer shall maintain one personnel file for each employee and this file shall be available to the employee on request.

(b) No materials, excepting routine business records, will be filed until the employee has been given an opportunity to examine that material. Employees shall be required to sign any material to be placed in their file to indicate that the material has been examined by such employee. This shall not be deemed to indicate agreement with the content of the material.

(c) The employee has the right to respond in writing to any material placed in their file, and this answer shall be

reviewed by the immediate Supervisor, Assistant Director, Director or Board of Trustees. Such answer shall be included in the employee's file and attached to the original material filed by the Employer.

(d) An employee shall have the right to request the removal of any materials in their personnel file, in which event they shall have the right to meet with the Director at a mutually convenient time to discuss removal of such material. The employee may be accompanied by a representative of the C.S.E.A. during such meeting.

(e) Any employee shall be furnished with a reproduction of any material kept in their file.

(f) Confidentiality of employee's file shall be guaranteed. No persons other than the Administrative Assistant to the Director, Assistant to the Director, Director, Counsel to the Library and Board of Trustees shall have access to such file without the prior consent of the employee.

(g) Material relating to any reprimand or disciplinary matter concerning an employee shall be retained in such employee's personnel file for a period of no longer than thirty-six (36) months, after which time such material shall be removed, provided

that no other detrimental material shall have been placed therein during such thirty-six (36) month period.

(h) All employees who have been employed in the Library during the period of time that an asbestos ceiling was in place, shall have a letter retained in their files to that effect stating the amount of time worked at the premises during this condition.

Section 4. GROOMING

All employees are required to dress in a manner that is appropriate business attire, neat and well-groomed.

ARTICLE V

Section 1. HOLIDAYS RECOGNIZED AND OBSERVED

(a) The Library shall be closed on the following holidays, without loss of pay to the employees regularly scheduled to work:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

(b) Those employees who work on the following holidays, when the Library is open, shall be paid at the rate of one and

one-half times their regular rate of pay, plus one compensatory day's time off.

Veteran's Day

Martin Luther King's Birthday

Columbus Day

President's Day

Election Day

Should the Library close on the above noted holidays when it was scheduled to be open, the staff shall receive one compensatory day and their regular rate of pay.

(c) The Library shall close no later than 6:00 p.m. on July 3 and Thanksgiving eve. Staff scheduled to work those days shall be assigned their regular number of hours during the time the Library is open. The night custodian shall work a shift to complete any usual cleaning duties and shall be paid straight time for such hours. Branch hours and staff shall be scheduled to conform to the hours of the main building except if the branch is closed that day. Such branch schedule shall be the number of hours the branch is usually scheduled.

(d) Work schedules shall not be changed for the purpose of granting or denying any employee holiday pay.

(e) Any employee who works five (5) days per week and is not scheduled to work on a holiday listed in subparagraphs (a) and (b) of this Section shall receive one (1) compensatory day off.

Section 2. SPECIAL OBSERVANCES

(a) The day before Christmas and the day before New Year's Day shall be Special Observance days. The Library will close at 1:00 p.m. on said days. Branch staff shall be scheduled at the main building based on the schedule of part time staff at the main building who alternate work and free days on these Special Observance days.

(b) Employees who work on special observance days shall be paid at their regular hourly rate for a full shift and shall suffer no deduction from accrued vacation or personal leave for the period the Library shall be closed. Employees who are scheduled to take leave on such days shall be permitted to take a full day's leave and shall be charged against such leave only for the period of time the library remains open.

(c) Employees shall be permitted to take a total of four (4) hours of leave, without loss of pay, per annum (with no carry-over) in addition to any other leave accrued. No request for such leave shall be unreasonably denied.

ARTICLE VI

VACATIONS

Section 1. CHOICE OF VACATION PERIOD

(a) Vacations shall be scheduled and taken with the understanding by the parties that to provide and maintain adequate service to the public on a year-round basis, the Library must be adequately staffed. Accordingly, all leave requests are subject to the staffing requirements of the Library.

(b) An employee may request vacation leave or compensatory time for any day or period they wish, provided that (i) reasonably advance notice is received by the Supervisor authorized to schedule such time and (ii) such request shall not apply to lateness or early departure, nor shall any vacation time be applied to "after the fact" absences, excepting the application of such time when sick leave has been exhausted. For purposes of this Section, reasonably advance notice shall be not less than 48 hours, except in emergency. Employees with the greatest seniority in title (as determined in accordance with the provisions of Article XIII herein) shall, to the extent possible, be given first choice in scheduling vacation leave. No request for earned time off shall be unreasonably denied. Approval or denial of any such request shall be given within two (2) weeks after the same is received. If an authorized Supervisor does not receive a vacation

request or preference for the remaining time from the employee by September 1 of each year, preceded by written notification of the remaining time in August, the Library Director shall set the vacation schedule for such employee in consultation with such employee.

(c) The Library will do its utmost to grant an employee vacation leave or compensatory time off for the period or day requested.

(d) In the event an employee requests sick leave for any period immediately prior or subsequent to a holiday or vacation day, in order to receive credit for such sick leave, they must give a note to the Employer from a duly licensed medical doctor indicating that they were ill or injured during such period; provided, this provision shall apply only after the first time such sick leave is taken by the employee in any calendar year.

Section 2. HOLIDAY DURING VACATION PERIOD

If a holiday on which the Library shall be closed occurs during the calendar week in which a vacation is taken by an employee, such day shall not be charged against the annual leave accrued by such employee, and the scheduled vacation period of such employee shall be adjusted to account for such day.

Section 3. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

(a) Any eligible employee who is laid off, discharged, retired or separated from the service of the Employer after one (1) year of continuous employment immediately preceding such layoff, discharge, retirement or separation from service, shall be compensated at their current hourly rate for any earned and unused vacation time at hourly rates times the number of hours accrued for any earned and unused vacation leave.

(b) In case of death of such employee, such payment shall be made to their estate.

Section 4. VACATION ALLOWANCE

All employees covered by this AGREEMENT shall be entitled to the following vacation period:

(a) All full-time Librarians shall be entitled to twenty-two (22) working days of vacation leave with pay after each year of continuous employment.

(b) All full-time employees (except Librarians and Librarian Trainees) shall be entitled to vacation with pay, as follows:

- Ten (10) working days after each year for the first two (2) consecutive years of employment.

- Fifteen (15) working days after each of the third (3rd) and fourth (4th) consecutive years of employment.
- Twenty-two (22) working days after each year of consecutive employment thereafter.

(c) Part-time employees shall be entitled to vacation with pay, as follows:

- Five (5) working days after each year for the first two (2) consecutive years of employment.
- Ten (10) working days after each of the third (3rd), fourth (4th) and fifth (5th) consecutive years of employment.
- Eleven (11) working days after each year of consecutive employment thereafter.

(d) Vacation leave may not be used for other than religious holidays until a staff member has completed six (6) months of service. Vacation leave shall be calculated on a calendar year starting January 1 and ending December 31. No more than three (3) accrued vacation days may be carried over for use in any subsequent calendar year. Such carry-over shall not accrue from year to year.

(e) Vacation leave shall accrue on a pro rata basis, and may be taken by any employee after six (6) months of continuous service. Vacation benefits shall accrue beginning on the first day of the month following the commencement of employment. Vacation benefits shall accrue for part-time employees beginning on the first day of the second month following the commencement of employment.

Section 5.

Part-time employees who become full-time employees without a break in continuous employment shall, for purposes of scheduling vacation leave, be credited, on a pro rata basis, with one (1) year of full-time continuous employment for each two (2) full year period of continuous part-time employment worked by such employee.

Section 6.

Vacation checks covering authorized vacation periods to be taken shall be paid to full-time employees on the last day prior to commencement of vacation, provided requested and authorized no later than thirty (30) days before commencement of vacation and, provided, further, such vacation checks shall not be given in June for July vacation, due to the change in fiscal year, and provided requesting employee does not have direct deposit.

ARTICLE VII

SICK LEAVE

Section 1. ALLOWANCE

(a) Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, or who is quarantined by health authorities, or who must make medical visits which cannot be scheduled during non-working hours as a result of an illness or injury, shall receive sick leave with pay as follows:

1. Full-time employees shall accrue sick leave beginning on the first day of the month following the commencement of employment, and part-time employees shall accrue sick leave beginning on the first (1st) day of the second (2nd) month following the commencement of employment.

2. Full-time employees shall be allowed fifteen (15) days of sick leave per year of continuous employment. Part-time employees shall be allowed eight (8) days of sick leave per year of continuous employment.

3. Sick leave shall accrue on a pro rata basis to a maximum two hundred twenty-five (225) days for both full-time and part-time employees.

4. Employer reserves the right to require medical proof of non-service connected sickness or disability for repeated medical absences. However, absences of three or more consecutive days shall require medical proof to be submitted to the Library.

5. Any employee who exhausts their sick leave shall have additional sick time deducted from their annual leave.

6. (a) Any full-time employee who has been employed longer than six months and exhausts sick and annual leave accumulations shall no longer qualify for health benefits granted herein, if they are not working 35 hours or more per week, until such employee returns to full-time employment and provided that such employee shall have exhausted all FMLA benefits.

6. (b) Until return to full-time employment, such employee shall receive wages two weeks after the pay period has ended, until such time as they have accumulated at least 70 hours of annual/sick leave. After such employee has accumulated at least 70 hours of annual leave and sick leave, such employee may return to an up-to-date pay schedule.

Section 2. COMPENSABLE INJURY

(a) An employee who incurs a compensable injury in the course of their employment with the Library necessitating absence from work as a result thereof shall receive, during such absence, their regular salary and fringe benefits to which they would have been entitled, less any Worker's Compensation awards, reimbursements or disability benefits received, without loss of accumulated sick leave and vacation leave, provided:

1. The maximum payment hereunder shall not exceed payment for absences in excess of twenty-five (25) working days (Monday-Friday work week) per fiscal year.

2. Such set off shall not include the amount of any disability benefits procured privately by employees, which may be received in connection with any such injury, but shall include the amount of any New York State disability benefits provided pursuant to Article XI hereof.

3. The Employer is satisfied that (i) such injury occurred during the course of employment and (ii) a doctor satisfactory to the Employer (and, if deemed necessary by the Employer, chosen by them) has examined the employee and certified that said employee is unable to perform their job and that such absence was directly caused by such injury. Such certification shall be provided to the Employer within five (5) business days

LONG BEACH PUBLIC LIBRARY

111 WEST PARK AVENUE § LONG BEACH, NEW YORK 11561-3326 §

PHONE: 516 432 7201
FAX: 516 889 1611

TO: LIBRARY STAFF
FROM: MANAGEMENT AND UNION §
RE: SICK LEAVE PROVISION OF CONTRACT (PAGE 24)
DATE: 20 JULY 2007

CONTRACT AMENDMENT

Article VII, Section 1, paragraph 2 second sentence shall be as follows:

“Part-time employees shall be allowed seven and a half (7.5) days of sick leave per year of continuous employment.”

Sick leave is calculated on the basis of 7 hours per day; consequently part timers shall receive 52.5 hours of sick leave per year.

after request therefore, unless an appointment for an examination cannot be secured within 5 days. In any event, the appointment date shall be provided to employer and said certification shall be provided to employer within 5 business days after the stated appointment date. In no event shall such certification be furnished later than 10 business days after request therefore.

(b) Notwithstanding the foregoing, any employee who incurs a compensable injury in the course of employment with the Library must file an accident report with the Employer within twenty-four (24) hours from such occurrence, if reasonably practicable. If such injury necessitates absence from work, then the employee must provide a note from a duly licensed medical doctor, which explains the nature and prognosis of the injury.

Section 3. ILLNESS/INJURY IN THE FAMILY

(a) Employees may use up to five (5) days of earned sick leave per year, for each occurrence, to care for any of the following individuals who sustain an illness or injury: (i) parent, child or spouse; or (ii) significant other companion, grandparent, sister, brother, step-parent, step-grandparent, step-child, step-sister or step-brother who resides in the household of the employee, or an a health-related facility.

(b) Employees shall be granted up to five (5) days of leave of absence per occurrence, without loss of pay, to arrange for funeral services, mourning and household adjustments in the event of the death of any of the following individuals: (i) parent, child, spouse, grandchild, grandparent, in-law, brother, sister, (ii) aunt or uncle for whom the employee is the primary caregiver; or (iii) significant other companion, step-parent, step-grandparent, step-child, step-sister or step-brother who resides in the household of the employee, or in a health-related facility.

(c) At the request of Employer, any employee requesting leave hereunder shall provide proof of filiation or residence referred to in this Section.

Section 4. ILLNESS/INJURY WHILE ON VACATION LEAVE

An employee who becomes ill while on vacation leave may take up to five (5) days charged to sick leave, provided: (1) the Employer receives immediate notice of such illness or injury, (2) such illness or injury shall continue for a minimum of five (5) consecutive days and (3) a doctor certifies that the illness or injury totally incapacitates such employee. In such event, vacation leave shall be rescheduled, pursuant to the Employer's approval.

Section 5 CATASTROPHIC LEAVE BANK

A Catastrophic Leave Bank shall be established as follows:

(a) Voluntary donations to a Catastrophic Leave Bank by employees may be made twice each year, during the periods of October-November and April-May, based on labor-management guidelines and such donations may total up to 4 days per year from either the annual or sick leave accumulation of the donating employee, provided such employees have at least three (3) weeks of accumulated time in one or both categories.

(b) Sick leave accrued in the Catastrophic Leave Bank may be drawn upon by an employee pursuant to the following criteria:

(i) Said employee shall have used all of their sick leave and vacation leave, except for a total of three days thereof. (ii) Any application under this Section must be approved by a committee composed of two employees designated by the union local and one member of the Library administrative staff, provided that no employee shall be permitted to draw more than ten Catastrophic Leave Bank sick days donated by the Employer per year, irrespective of employee donations. (iii) No benefits shall be permitted hereunder for terminated employees.

(c) There shall be no annual carryover of sick days

donated by the Employer.

(d) When an employee separates from employment a maximum of twenty (20) unused sick days may be donated to the catastrophic leave bank; provided, there shall be no employer match.

(e) Any rules or regulations which may be deemed necessary to administer the provisions of this Section shall be jointly promulgated by the Labor-Management Committee.

ARTICLE VIII

PAID LEAVE

Section 1. JURY DUTY

Employees called to jury duty shall be excused from work for the period of service and/or qualification without loss of pay or other benefits. The employee shall reimburse the Library for all sums received from the government for serving as a juror unless otherwise provided by law.

Section 2. CIVIC DUTY

(a) An employee compelled by subpoena to appear as a witness before a court or other public body with respect to any matter not related to their work, and in which they are not personally involved as a plaintiff or defendant, shall be granted leave, without loss of pay, for such purpose.

(b) Employees who are certified members of volunteer fire departments or other recognized volunteer emergency organizations shall be granted leave, without loss of pay, when called to an emergency by such organization, while on duty at the Library.

Section 3. C.S.E.A ATTENDANCE

Three (3) designated members of the C.S.E.A. shall, upon the consent of the Director (which consent shall not be unreasonably withheld) be permitted, for not more than two (2) hours at any one time, to attend to the business of the C.S.E.A., without loss of pay.

Section 4. PERSONAL LEAVE

All employees shall be entitled to six (6) personal days per year with pay, which shall be charged against and deducted from sick leave.

ARTICLE IX

UNPAID LEAVE

Section 1. MATERNITY/PATERNITY AND CHILD CARE LEAVE

(a) Maternity, paternity and child care leave shall be granted, upon request, for a consecutive period of not more than twelve (12) months, and must commence not later than the first (1st) month after the child is born or custody is obtained for the

purpose of adoption. Such leave shall be without pay, and shall be granted after the employee has exercised the option of exhausting either their sick and/or annual leave (provided, an employee may elect to retain up to five (5) days of such accrued leave for use upon their return to employment). The Employer shall not pay health or retirement benefits during such period, provided, the employee may elect, in writing, to continue health insurance at their own cost and expense. Sick leave, vacation allowance, seniority and length of service accruals with respect to annual longevity payments shall not accrue, nor shall prior accruals be lost, during such leave. Employees who take such leave must work a total of at least six (6) months during the fiscal year immediately prior to the scheduled date of an incremental salary increase in order to be eligible for same. Employees on such leave shall be guaranteed the same title upon return, but not necessarily the same duties as when they went on such leave.

(b) In the event any employee who has been granted maternity, paternity or child care leave shall work in any capacity other than an employee of the Library during the period of such leave, such employee shall be subject to immediate termination from employment with the Library. This subsection shall not apply to part-time employment, which has been held and

disclosed in writing to the Employer prior to the time such leave was granted.

(c) Annual leave and sick leave pursuant to the terms herein shall run concurrently with leave pursuant to the Family Medical Leave Act.

(d) When an employee notifies the Library that they will be applying for Family Medical Leave for Maternity the Library Director shall furnish such employee with a the Notice annexed hereto as Exhibit D.

Section 2. UNION LEAVE

Three (3) members of the C.S.E.A. who have been duly elected to attend a function of the C.S.E.A., such as a convention or educational conference, shall, subject to staffing requirements, be granted leave, without pay, to attend any such function. The aggregate time permitted for all employees for such activities shall not exceed twenty-five (25) days in any one year.

Section 3. OTHER LEAVES

Employee shall petition the Library Board of Trustees for leave without pay, for reasons other than those listed herein and which shall be granted at the discretion of the Library Board of Trustees. Employer shall not pay health or retirement benefits during such period, provided, the employee may elect, in writing,

to continue health insurance at their own cost and expense. Sick leave, vacation allowance, seniority and length of service accruals with respect to annual longevity payments shall not accrue, nor shall prior accruals be lost, during such leave. At the discretion of the Library Board of Trustees, Employees may not be required to exhaust either their sick leave and/or the vacation allowance that they have accrued for the following year, in order to take unpaid leave. However, should an employee take such unpaid leave, and not return to work, any unpaid salary or benefit will accrue at the rate in place at the time such unpaid leave began.

Employees who take such leave must work a total of at least six (6) months during the fiscal year immediately prior to the scheduled date of an incremental salary increase in order to be eligible for same.

ARTICLE X

WAGES

Section 1. WAGE SCHEDULE

(a) Employees shall be compensated in accordance with the wage schedule contained in Appendix A annexed hereto. The wage schedule contained therein shall apply only to employees who (i) are employed by the Library on the effective date this

AGREEMENT is entered into, or (ii) retire during the term of this AGREEMENT.

(b) Any person who is hired on or after July 1, 2006, shall be compensated at a salary to be established by the Employer in its sole discretion, subject to the minimum starting salaries as set forth in Appendix B annexed hereto.

(c) Commencing July 1, 2007, full-time employees shall receive, in addition to the base salaries provided for in Appendix A, annual longevity payments to be paid on the date they achieve the milestones listed in subsections (i), (ii), (iii) and (iv) below, and on each anniversary date of such service thereafter. Annual longevity payments shall not be included in base salaries for purposes of increments. Such payments shall be as follows:

- (i) \$800.00 per annum for full-time employees employed at least ten (10) years;
- (ii) \$1300.00 per annum for full-time employees employed at least fifteen (15) years;
- (iii) \$1550.00 per annum for full-time employees employed at least twenty (20) years; and
- (iv) \$2,000.00 per annum for full-time employees employed at least twenty five (25) years.

(d) Commencing July 1, 2007, part-time employees shall receive, in addition to the base salaries provided for in Appendix A, annual longevity payments to be paid on their anniversary

dates. Annual longevity payments shall not be included in base salaries for purposes of increments. Such payments shall be as follows: (i) \$400.00 per annum for part-time employees employed at least ten (10) years; (ii) \$650.00 per annum for part-time employees employed at least fifteen (15) years; (iii) \$775.00 per annum for part-time employees employed at least twenty (20) years; and (iv) \$1,000.00 per annum for part-time employees employed at least twenty five (25) years;.

(e) Persons who begin as part-time employees and become full-time employees without a break in continuous service shall, for purposes of paragraphs (c) and (d) above, be credited, on a pro rata basis, with one (1) year full-time continuous employment for each two (2) full years of continuous part-time employment. In no event shall payments pursuant to the provisions herein be retroactive.

(f) In the absence of the Director, the Assistant Director or Administrative Assistant or Librarian II, the senior librarian on duty shall be required to be "in charge" of, as the case may be, the main branch or satellite branch of the Library, its staff, and service to the public. There shall be no additional compensation for "in charge" duty.

(g) Employees called back to work overtime in an emergency situation shall receive compensation at double their regular rate, and shall be paid for a minimum of two (2) hours.

Section 2. PAY PERIOD

The salaries and wages of employees shall be paid every other week.

Section 3. AUTOMOBILE EXPENSES

Employees required by the Employer to use their own car for Library purposes shall be compensated for such automobile use. Each July 1 the rate of compensation for such automobile use shall be amended to the then-existing rate as determined by the Internal Revenue Service.

Section 4. PROFESSIONAL GROWTH

(a) Full-time Librarians shall receive eight hundred (\$800.00) dollars in year 2, and nine hundred (\$900.00) dollars in year 3, and part-time Librarians shall receive four hundred (\$400.00) dollars in year 2, and four hundred fifty (\$450.00) dollars in year 3, per annum in addition to their regular wages for every nine (9) graduate credits they obtain from fully accredited university graduate courses in their field of employment while in the employment of the Library. These sums

shall not be included in their base salaries contained in Appendix A for increment purposes.

Professional growth payments will be payable on a pro rata basis based on credits earned.

(b) Full-time Librarians shall receive eight hundred dollars (\$800.00) in year two and nine hundred dollars (\$900.00) in year 3 and part-time Librarians shall receive Four Hundred (\$400.00) in year 2 and Four Hundred Fifty (\$450.00) in year 3, in addition to their regular wages for every twelve (12) undergraduate credits they obtain from fully accredited university undergraduate courses in their field of employment while in the employment of the Library; provided: (i) these sums shall not be included in their base salaries contained in Appendix A for increment purposes; and (ii) such payments shall apply to course work necessary to satisfy degree requirements, provided such course work enhances job skills. Professional growth payments will be payable on a pro rata basis based on credits earned.

(c) Tuition grants shall be made available to all employees for any structured course work including, but not limited to, workshops, seminars and college or continuing education courses, that enhance job performance and are not a prerequisite for any Library position. Tuition grant requests and

approvals shall be required to be in writing. Such requests shall be submitted no later than the end of January in the fiscal year prior to the fiscal year in which such tuition grant is requested to be used. Such tuition grants must be approved by the Director.

Total tuition grants for all employees shall not exceed Fifty Two Hundred Fifty dollars (\$5,250.00). Such grants shall be pro rated amongst the participants. There shall be no carry forward to subsequent years of money available for tuition grants, which has not been expended in any prior year.

(d) In order to qualify for tuition grants and credit bonuses, a course grade of "B" or better must be earned.

(e) Employees required to attend educational seminars shall receive advanced payment for fees and expenses where reasonably feasible.

(f) Payments made pursuant to paragraphs (a) and/or (b) above may be recouped by the Library, in the event the employee leaves the Library's employ prior to the expiration of twelve months after receipt of such funds, unless the employee is forced to leave due to catastrophic circumstances. Such recovery shall be on a pro-rata basis.

ARTICLE XI

HOSPITALIZATION, MEDICAL AND DISABILITY BENEFITS

Section 1. HOSPITAL AND MEDICAL COVERAGE BENEFITS

(a) Commencing on July 1, 2007, the Employer shall pay ninety-six (96%) per cent of the cost of premiums for individual and eligible dependents membership in the New York State Health Insurance Program by full-time employees who are not on unpaid leave and who were hired prior to July 1, 1997 (including employees on the Library payroll on or before such date, who are promoted to new or full-time positions on or after said date). Commencing on July 1, 2008, the employer shall pay ninety-five (95%) percent of the entire cost of premiums.

(b) The Employer shall pay ninety percent (90%) of the cost of premiums for membership in the New York State Health Insurance Program by full-time employees who are not on unpaid leave and who are hired on or after July 1, 1997.

(c) The Employer shall pay ninety percent (90%) of the cost of the premiums for dependent coverage for membership in the New York State Health Insurance Program by eligible members of the immediate family of full-time employees who are not on unpaid leave and who are hired on or after July 1, 1997.

Section 2. OPT-OUT PROVISION.

An employee, who is (i) an individual member or (ii) an individual member and dependent coverage participant in the New

York State Health Insurance Program provided hereunder, and who elects to decline to participate in said plan, shall receive a lump sum contribution from the Employer in the amount of fifty percent (50%) of the Employer's cost of such coverage for combined individual and dependent coverage participant members on the anniversary date of each year during which such employee has not been a participant in such coverage plan, provided, prior to such election, such employee shall have: (i) delivered to the Employer a signed and duly notarized written document indicating the employee's intention to decline such coverage and (ii) provided proof satisfactory to the Employer of other health insurance coverage for any such period; and, provided further, the Employer shall have the right to bar such election by any employee if the Employer determines, in its sole reasonable discretion, that any substitute health insurance coverage procured by the employee is in any respect inadequate.

Section 3. DISABILITY BENEFITS

Commencing July 1, 1999, all employees shall be covered by the New York State Disability Plan. Each employee so covered shall contribute the maximum co-pay permissible by law to such Plan, and the Employer shall contribute the balance of the premiums therefore.

Section 4. FLEXIBLE BENEFITS PLAN

Commencing July 1, 2007, the employer shall institute a flexible benefits plan. Participating full-time employees will pay their annual enrollment fees, which are currently \$5.00 per month.

Each employee's maximum annual pre tax contribution shall be Three thousand (\$3000.00) dollars. Nothing herein shall prohibit employees who elect not to participate in the New York State Health Insurance Program pursuant to Section 2 herein from participating in the flexible benefits plan.

ARTICLE XII

RETIREMENT PLAN/UNUSED LEAVE

(a) The Employer shall pay the Employer's share provided by law of the retirement contributions for tier one (1), tier two (2), tier three (3) and tier (4) employees to the New York State Retirement System under Chapter 1006, Laws of 1966, Section 75i, so long as permitted by law, during the term of this AGREEMENT.

(b) Any employee who has been employed by the Long Beach Public Library for ten (10) consecutive years or more and who leaves such employment for any reason, other than being discharged for cause, shall be compensated at the time of separation for (i) fifty per cent (50%) of their accrued, but unused sick leave at the rate of their daily wage (at the time of separation) for the

first ten (10) years of continuous employment and (ii) sixty per cent (60%) of their accrued, but unused sick leave at the rate of their daily wage (at the time of separation) after the first twenty (20) years of continuous employment. Any such payment shall be made to the designated beneficiary of any employee who (i) dies in service after actively serving in their regular capacity for at least one (1) day in the final fiscal year of service and (ii) shall have delivered to the Employer a written authorization, signed by the employee, so designating a beneficiary. A form of such authorization shall be annexed as Exhibit B hereto. In the event an employee does not so designate a beneficiary, any monies due such employee hereunder shall be disbursed to the estate of such employee in accordance with applicable law.

(c) An employee may elect to apply the following to the payment of health insurance premiums: (i) the full value of unused vacation time accrued pursuant to Section 2 of Article VI hereof, and/or (ii) fifty percent (50%) of accrued sick leave, in lieu of the payment provided for in subparagraph (b) of this Article.

(d) Retiring employees who are eligible to participate in the New York State Retirement System pursuant to this Article

shall also be eligible for the benefits provided under subdivision j of section forty-one (41.j.) thereof (41J Benefits), pursuant to the following: As provided in Section 1(a)(3) of Article VII hereof, Employer shall allow a maximum accumulation of two hundred twenty-five (225) days sick leave per employee. An employee may elect to apply the full value of accrued sick leave for which they have not been compensated or have not applied towards payment of health insurance premiums towards 41J Benefits, up to the maximum accrual permitted by law at the time of selection of this option, provided, the total of sick leave applied to 41J Benefits and compensation pursuant to paragraphs (b) and (c) of Article XII shall not, in accordance with the provisions of Section (a) 3 of Article VII hereof, exceed two hundred twenty-five (225) days.

(e) Retiring employees and/or their spouses ("retirees") over the age of 65 who wish to continue Empire coverage in retirement must enroll in Medicare Parts A and B. Medicare will then be the retirees' primary insurance provider. The employer will then provide Empire Medigap insurance coverage, which shall be the retirees' secondary insurance provider. The employer will, on a quarterly basis, reimburse the retiree their Medicare premiums as required by law. Should the retired employee die, then the spouse's benefits shall be determined by applicable law.

(f) All full-time employees hired on or after July 1, 2006, and who have been employed on a full time basis for a period of at least twelve years, shall upon retirement, receive health insurance benefits and the employer shall pay fifty (50%) per cent of premiums for the employee and thirty five (35%) per cent of premiums for such employee's spouse; and all full-time employees hired prior to July 1, 2006, and who have been employed on a full time basis for a period of at least five years, shall upon retirement, receive health insurance benefits and the employer shall pay fifty (50%) per cent of premiums for the employee and thirty five (35%) per cent of premiums for such employee's spouse.

ARTICLE XIII

SENIORITY

(a) Seniority shall mean the length of continuous full-time employment with the Employer since an employee's last date of hire. No more than once each year, the employer shall, upon request, furnish each employee's date of hire, date of any change in job title, and any breaks in service, so that the union may determine each employee's seniority.

(b) Voluntary resignation and retirement shall not be considered breaks in continual service for purposes of seniority, provided (i) an employee returns to work with the Employer within

one (1) year of such occurrence and (ii) such time shall not be included in calculating accrued seniority time. Persons who begin as part-time employees and become full-time employees without a break in continuous service shall, for purposes of seniority, be credited, on a pro rata basis, with one (1) year full-time continuous employment for each two (2) full years of continuous part-time employment. Full-time employees shall have seniority over part-time employees regardless of length of service.

(c) There shall be no deduction from continual service for any time lost which does not constitute a break in continual service.

ARTICLE XIV

WORK FORCE CHANGES

Section 1. COMPETITIVE CIVIL SERVICE JOBS

Whenever there is a vacant position within the scope of the Civil Service Law, such position shall be filled in accordance with the procedures provided by the Rules and Regulations of the Civil Service Law.

Section 2. LAYOFF

(a) In the event it becomes necessary to lay off full-time employees with tenure, they shall be laid off in the inverse

order of their seniority within the same job classification in which layoffs occur.

(b) No full-time employee with tenure shall be laid off until all part-time employees within the job classification have been laid off, provided such full-time employee consents to work part-time, if required, at the hours requested by the Employer, and perform the duties of the laid off part-time employee within the same job classification.

(c) The Employer shall forward a list of all employees with tenure who are about to be laid off to the C.S.E.A. secretary on the same date that the notices are issued to the employees.

(d) All employees with tenure and the Local 1000 Unit President shall be given at least fourteen (14) calendar days notice of layoff.

(e) For purposes of this Section, tenure shall mean employees who have been employed by the Library for twelve (12) or more months of continuous employment.

(f) No regular full-time or part-time employees of the Long Beach Public Library shall be replaced by federal workers, workfare workers, volunteers, employees of the Long Beach School District or Manpower personnel funded by sources from any and all Federal, State, County or City agencies, grants or work projects,

including the Long Beach School District. Except as hereinbefore provided, the C.S.E.A. shall give its consent to any application for governmentally-funded employees, where required by the funding agency.

(g) It shall be the general policy of the Employer to fill vacant or new positions above entry level positions by promotion of qualified existing Library personnel. All new job positions shall be posted at the main branch of the Library as well as at each of the branches.

ARTICLE XV

SETTLEMENT OF DISPUTES

GRIEVANCES

Grievances concerning the application or interpretation of the terms and provisions of this AGREEMENT (except for grievances involving disciplinary matters covered by Article 5, Section 75 of the Civil Service Law) shall be governed by the procedure hereinafter set forth.

Section 1. GENERAL PROVISIONS

(a) The time limits specified herein for filing grievances, answers and appeals shall be strictly adhered to and may be modified or extended only by the mutual written consent of the parties. In the event the employee or the C.S.E.A. fails to

file an appeal or grievance within the time periods specified herein, the grievance shall be deemed settled on the basis of the Employer's last answer and no further proceedings concerning the grievance shall take place. In the event the Employer shall fail to answer or supply the C.S.E.A. with its answer within the time periods specified herein, the grievance shall be deemed automatically positioned for appeal at the next Step with the time period for exercising said appeal commencing on the expiration date of the time period provided for the Employer to supply such answer.

(b) For purposes of this Article, days shall mean Mondays through Fridays only on which the Library is open.

(c) All grievances, answers and appeals must be in writing, and must be submitted within the time periods hereinafter set forth. Grievances must be filed in writing, as hereinafter set forth, within ten (10) days of the occurrence or cause for complaint, or of actual or constructive notice thereof. Settlement of grievances initiated more than ten (10) days after the occurrence due to lack of actual or constructive knowledge or notice thereof shall not be retroactive to any date prior to the date of filing.

(d) An aggrieved employee shall have the right to representation by the C.S.E.A. unit President or their designee, and the appropriate authority shall, within the operating needs of the Employer, arrange for the presence of such individual at the Step One grievance hearing. It is also understood and agreed that such representation shall be available to the aggrieved employee for the purpose of investigating the grievance, provided, however, it is further understood and agreed (i) no such investigation shall cause interference with the operations of the Library and (ii) the time periods specified herein for the filing of grievances, appeals and conducting hearings shall not be enlarged due to any investigation, unless mutually agreed in writing.

(e) All grievances shall be addressed and determined pursuant to the following four-step procedure. No step may be omitted unless agreed to in writing by the parties.

Section 2. GRIEVANCE PROCEDURE

Step 1:

Grievances must be filed on forms provided by the Employer. A copy of the grievance form is attached hereto as Exhibit C. An answer to the grievance shall be given by the Employer within two (2) days after the grievance has been heard or as soon as practicable thereafter as the same may be addressed by

the Employer. Grievances shall be heard within five (5) days after the filing of a grievance at a meeting between the aggrieved employee, the designated union representative, and the employee's supervisor or the Employer's designee.

Step 2:

If a grievance is not satisfactorily settled pursuant to the procedure set forth in Step 1, the aggrieved employee or the C.S.E.A. shall have the right to appeal the answer provided in Step 1 to the Director of the Library or his designee within five (5) days after the receipt of such answer. A meeting shall be held within ten (10) days of the receipt of an appeal by the Director of the Library. The Employer may designate another person for this purpose. The meeting shall be between the employee, the designated union representative steward and the Director of the Library or his designee. An answer by the Employer shall be submitted to the C.S.E.A. within ten (10) days after the conclusion of such meeting.

Step 3:

If a grievance is not satisfactorily settled pursuant to the procedure set forth in Step 2, the C.S.E.A. may appeal the answer of the Employer to the Board of Trustees within five (5) days after the receipt thereof. A meeting of the parties shall be

held on said appeal within ten (10) days after submission thereof by the C.S.E.A. to the Board of Trustees. The Employer shall submit an answer to the appeal within ten (10) days after the conclusion of such meeting. It is understood that failure of the C.S.E.A. to appeal within the stated time periods in the procedure shall commit the C.S.E.A. and the aggrieved employee to the position of the Employer as last stated. If the Employer does not answer within the time periods set forth herein for that purpose, the matter shall be deemed positioned for the next step of this procedure.

It is also understood that if either of the parties to this AGREEMENT deems that a question of broad enough importance exists, the party feeling so aggrieved shall have the right of submission of a grievance directly to the other in writing to be discussed within five (5) days after submission by those named as participants in Step 3 herein.

Step 4:

If a grievance is not settled pursuant to the procedure set forth in Step 3, the aggrieved employee, with the consent of the C.S.E.A., shall have the right to submit the grievance to impartial arbitration, as hereinafter provided, within thirty (30) days after receipt of the Employer's answer provided in Step 3.

Failure to receive an answer shall not bar submission of the grievance to arbitration; provided, however, any such submission must be filed within five (5) days after the ten (10) day period during which the answer to the grievance or appeal, as the case may be, was required to be served upon the appropriate party.

It is understood and agreed that disciplinary matters which are not covered by Article 5, Section 75 of the Civil Service Law of the State of New York, may be processed through this procedure for employees having six (6) months or more seniority, but nothing herein will be construed to limit anyone's statutory rights.

ARBITRATION

It is understood and agreed that only grievances arising out of the application and/or the interpretation of the terms of this AGREEMENT shall be subject to the grievance and arbitration procedure set forth herein. It is also understood and agreed that renegotiation or proposed changes in the existing schedule of salaries, rates of pay, and content of jobs, shall not be subject to the grievance and arbitration procedure.

An arbitrator shall have no power to modify any of the terms of this AGREEMENT, nor shall an arbitrator be authorized to rule on any issue not contained in the "Step 3" grievance

proceeding. The decision of the arbitrator shall be final and binding upon all parties, and except for statutory rights which cannot be waived, arbitration shall be the exclusive remedy for the ultimate disposition of grievances.

The expenses of an arbitrator shall be shared equally by the parties.

If a matter is submitted to arbitration, the parties shall consult with each other about agreeing upon a mutually acceptable arbitrator. If no such agreement can be reached within ten (10) days after the matter is noticed for arbitration, the grieving party shall submit the matter to the American Arbitration Association for resolution.

If the arbitrator's ruling contains an order that all matters pertaining to the grievance proceedings shall be removed from the aggrieved's personnel file, the Employer shall comply with such order.

No reprisals of any kind shall be taken by either party, or by a member of the administration, against any member of the grievance committee, or any participant in the grievance procedure, by reason of such participation.

ARTICLE XVI

SAVINGS CLAUSE

Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this AGREEMENT shall be prohibited by or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this AGREEMENT. Upon the rendering of any of the provisions of this AGREEMENT invalid, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVII

STRIKES AND LOCKOUTS

Section 1. LOCKOUTS

No lockout 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 C.S.E.A. or the employees during the term of this AGREEMENT.

ARTICLE XVIII

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 of any kind. The C.S.E.A. shall share equally with the Employer the responsibility for applying this provision of the AGREEMENT.

(b) The Employer agrees not to interfere with the rights of employees to become members of the C.S.E.A., and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of C.S.E.A. membership or because of any employee acting in an official capacity on behalf of the C.S.E.A. Nothing herein shall be construed as requiring any employee to join the C.S.E.A.

The right of an employee to join or withdraw from the C.S.E.A., if they so desire, or to refrain from C.S.E.A. membership, is recognized by the parties to this AGREEMENT.

(c) The C.S.E.A. recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XIX

MANAGEMENT RIGHTS

The C.S.E.A. and the employees recognize that the Employer has complete authority over the policies and administration of the Library under the provisions of law and in fulfilling its affairs and to direct the work force, and to make all decisions concerning the operation of the Library and its work force, including but not limited to, the increase and decrease of the work force, discipline and all other rights normally inherent in management, except as is otherwise limited by the terms of this AGREEMENT. The failure to exercise any of these rights shall not be deemed to be a waiver thereof.

The Employer is vested with, but not limited to, the following specific reserved rights, except as otherwise provided in this AGREEMENT: the right to determine its services, staffing and the scheduling thereof, including the hours of performing these services, the methods, processes and means of its operations, changes in existing methods and facilities, the right to schedule vacation time in accordance with the needs of the Library, the right to open, relocate and close any agency, the right to locate its own employees where deemed necessary, to hire employees on a regular, probationary, seasonal or temporary basis and assign them to duties; the right to supervise and direct employees in the performance of their duties; the right to suspend

or discharge employees or take other appropriate disciplinary action; the right to establish and promulgate rules and regulations and from time to time, to add to or change such rules and regulations subject to the Civil Service Law, Rules and Regulations.

ARTICLE XX

ENTIRE AGREEMENT AND MODIFICATION

This AGREEMENT contains the entire understanding of the parties and may not be changed except by a written instrument signed on behalf of both parties.

ARTICLE XXI

TERMINATION

Except as otherwise provided herein, this AGREEMENT shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2009. 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:

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 in any event be prior to the expiration date of this AGREEMENT set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 1st day of _____, 2007.

FOR: CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

By: Joe Pak

 Cynthia Smalls
LOCAL 1000 NEGOTIATOR

FOR: LONG BEACH
PUBLIC LIBRARY

By: Loren Lund

APPENDIX A - Salary Rates

Full Time

<u>Annual</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
J. Firth	\$57,988.22	\$60,588.22	\$63,263.22
L. Ashford	39,145.00	41,545.00	43,995.00
P. Boccia	43,204.97	45,604.97	48,054.97
M.A. Buss	53,849.24	56,249.24	58,699.24
J. Donato hourly rate	24.719	26.037	27.38
F. Heft	53,657.05	56,057.05	58,507.05
T. McCarthy	40,205.00	42,605.00	45,055.00
J. Pohl	43,317.26	45,717.26	48,167.26
E. Pollis	45,197.87	47,597.87	50,047.87
M. Simon	41,060.00	43,460.00	45,910.00
J. Yonish	56,675.88	59,075.88	61,525.88
C. Butler	Trainee Salary based on credits earned		
M. Capobianco	“	“	“
M. Reich	“	“	“
G. Wagner	44,716.55	46,776.55	48,901.55
R. Boodram	24,924.60	26,824.60	28,799.60
N. Hoffman	33,605.12	35,505.12	37,480.12
M. McConnach	38,261.35	40,161.35	42,136.35
G. Moskowitz	34,657.20	36,557.20	38,532.20
A. Park	36,459.91	38,359.91	40,334.91
C. Rosseland	21,441.97	23,341.97	25,316.97
A. Castellon	31,425.00	33,325.00	35,300.00

APPENDIX A - Salary Rates

Part Time

<u>Hourly</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
D. Farias	\$16.063	\$16.733	\$17.436
E. Goldstein	21.341	22.231	23.165
E. Kalickstein	24.224	25.235	26.295
R. Santangelo	17.437	18.165	18.928
C. Baggie	11.895	12.359	12.847
C. Condon	12.041	12.510	13.005
M. Capobianco	11.781	Appointed to full time	
I. Carolina	17.418	18.097	18.812
S. De Rosa	11.65	12.104	12.58
M. Irizarry	11.781	12.241	12.724
L. Kappel	19.774	20.545	21.357
J. King	18.726	19.456	20.224
S. Kutsmeda	13.629	14.160	14.72
P. Lugo	11.781	12.241	12.724
C. Rodriguez	11.781	12.241	12.724
J. Ronen	11.781	12.241	12.724
M. Santiago	12.093	Resigned 8/06	
L. Sheer	12.342	12.823	13.33
I. Stillwagon	12.176	12.651	13.150
P. Witzki	11.844	12.305	12.792
F. Harris	14.843	15.422	16.031
H. Watts	14.843	15.422	16.031

APPENDIX B

<u>Starting Salaries</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Librarian II, Full Time	43,250	44,555	45,895
Librarian II, Part Time	23.76 p.h.	24.48 p.h.	25.22 p.h.
Librarian I, Full Time	39,145	40,320	41,530
Librarian I, Part Time	21.51 p.h.	22.15 p.h.	22.82 p.h.
Librarian Sunday Only	31.00 p.h.	32.00 p.h.	33.00 p.h.
Trainee, Full Time	35,895	37,070	38,280
Trainee, Part Time	19.72 p.h.	20.37 p.h.	21.03 p.h.
Library Programmer, F/T	29,595	30,830	32,090
Library Programmer, P/T	16.26 p.h.	16.94 p.h.	17.63 p.h.
Information Assistant F/T	27,730	28,840	30,005
Information Assistant P/T	15.24 p.h.	15.85 p.h.	16.49 p.h.
Clerk, Full Time	21,203	22,150	23,010
Clerk, Part Time	11.65 p.h.	12.17 p.h.	12.64 p.h.
Custodian, Full Time	26,250	27,330	28,450
Custodian, Part Time	14.42 p.h.	15.02 p.h.	15.63 p.h.

If current salary is above contracted wage, there is a promotional increment, \$1,820 paid one time and added to base for promotion from: Librarian I to Librarian II

Clerk to Senior Clerk

Twenty-Five cents (25) differential in starting salary for Branch Heads

APPENDIX C

Salary for the Trainee Title shall be determined by the number of credits completed towards the Masters of Library Science, with the beginning wage to be \$3,250.00, less than the beginning Librarian wage. There shall be six (6) steps associated with the completion of credits; every six (6) credits shall result in an increment of \$500.00. Upon appointment to the Beginning Librarian Title, there shall be an increase of \$250.00 to the Beginning Librarian wage. Trainees must provide the Business Office with appropriate documentation reflecting any change in credits earned which result in change of steps.

All other benefits shall be as for full-time employees except the vacation entitlement which shall be fifteen (15) days per annum for the term of the traineeship for a full-time trainee.



APPLICATION FOR CSEA MEMBERSHIP

CSEA, Inc. / Local 1000 AFSCME, AFL-CIO
PO Box 7125, Capitol Station, Albany, New York 12224



I HEREBY AUTHORIZE CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO TO BE MY EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE BARGAINING AND, THEREFORE, REVOKE ANY OTHER AUTHORIZATION OF ANY OTHER REPRESENTATIVE THAT I MAY HAVE PREVIOUSLY DESIGNATED. I UNDERSTAND THAT MY CSEA MEMBERSHIP BEGINS WHEN DUES ARE DEDUCTED.

TO THE FISCAL OR PAYROLL OFFICER OF MY EMPLOYER:

I have applied for membership in CSEA and hereby authorize you to deduct CSEA dues from my salary in the amount certified by CSEA in this and succeeding years of my employment and membership. I understand that membership dues, as of January 1, 2007, are \$5.20 bi-weekly if annualized salary is under \$5,000, \$7.78 bi-weekly if annualized salary is \$5,000 - \$9,999, \$10.68 bi-weekly if annualized salary is \$10,000 - \$12,999, \$13.14 bi-weekly if annualized salary is \$13,000 - \$15,999, \$14.78 bi-weekly if annualized salary is \$16,000 - \$21,999, \$16.49 bi-weekly if annualized salary is \$22,000 - \$27,999, \$16.81 bi-weekly if annualized salary is \$28,000 - \$29,999, \$17.87 bi-weekly if annualized salary is \$30,000 - \$31,999, \$18.80 bi-weekly if annualized salary is \$32,000 - \$33,999, \$19.15 bi-weekly if annualized salary is \$34,000 - \$35,999, \$20.15 bi-weekly if annualized salary is \$36,000 - \$37,999, \$21.16 bi-weekly if annualized salary is \$38,000 - \$39,999, \$21.88 bi-weekly if annualized salary is \$40,000 - \$44,999, \$22.46 bi-weekly if annualized salary is \$45,000 - \$49,999, \$23.04 bi-weekly if annualized salary is \$50,000 - \$54,999, \$23.62 bi-weekly if annualized salary is \$55,000 - \$59,999, \$24.19 bi-weekly if annualized salary is \$60,000 and above. I understand that this authorization for dues may be revoked at any time by written notice to you. 3% of my dues are appropriated for political action purposes and a portion is appropriated for a subscription to *The Work Force*, the official publication of CSEA.

I understand that: dues, contributions or gifts to CSEA are not deductible as charitable contributions for federal income tax purposes. Dues paid to CSEA, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Fax: (518) 465-2382

Signature: _____ Date: _____

CSEA OFFICE USE ONLY

Mr.
Mrs.
Ms.
Miss

SOCIAL SECURITY NUMBER - -

FIRST NAME MI LAST NAME
PLEASE PRINT CLEARLY

AFSCME LOCAL 1000/ LOCAL # 882
INSERT YOUR CSEA LOCAL NAME HERE

NICKNAME _____

AGENCY/FACILITY _____
PLACE OF EMPLOYMENT

MAILING ADDRESS AS YOU WANT IT TO APPEAR IN OUR FILES

WORK ADDRESS _____

HOME PHONE () _____
AREA CODE LISTED UNLISTED

WORK PHONE () _____

E-MAIL _____

JOB TITLE _____
SALARY _____

CHECK BOX IF YOU ARE A VETERAN

• DO NOT STAPLE — Please fold and drop in any mailbox •

LONG BEACH PUBLIC LIBRARY

111 WEST PARK AVENUE § LONG BEACH, NEW YORK 11561-3326 §

PHONE: 516-432-7201
FAX: 516-889-4641

EXHIBIT B

BENEFICIARY AUTHORIZATION FORM

In the event I am entitled to compensation for unused sick leave and I die in service, I hereby designate the following person(s) to be my beneficiary with respect to such compensation.

NAME: _____

ADDRESS _____

NAME: _____

ADDRESS _____

NAME: _____

ADDRESS _____

DATED: _____

BY: _____

STATE OF NEW YORK _____ COUNTY OF NASSAU

On the _____ day of _____ 20__ before me personally
came _____ ss.: _____ me to be the individual
described in, and who executed the foregoing instrument, and he acknowledged to me
that he executed the same.

Notary Public

EXHIBIT C

LONG BEACH PUBLIC LIBRARY

also known as
ALLARD K. LOWENSTEIN PUBLIC LIBRARY

GRIEVANCE FORM

Name of Grievant or Group

Date Grievance Brought

Contract Article & Section Involved

Nature of Grievance including dates of occurrence:

Action Sought:

Signature of Grievant

Signature of Chairperson
of Grievance Committee



STEP 1 - IMMEDIATE SUPERVISOR

Date of Hearing

Case History:

Response:

Signature of Supervisor

Date of Response

Date of Transmittal to
Chairperson of Grievance
Committee

Appeal to Step 2:

Signature of Grievant

Date of Appeal to Step 2
(Director or Designee)

Signature of Chairperson
of Grievance Committee

STEP 2 - DIRECTOR OR DESIGNEE

Date of Hearing

Case History:

Response:

Signature of Supervisor

Date of Response

Date of Transmittal to
Chairperson of Grievance
Committee

Appeal to Step 3

Signature of Grievant

Date of Appeal to Step 3
(Board)

Signature of Chairperson
of Grievance Committee

DISPOSITIONS

Board Decision Attached:

Arbitrator's Decision Attached:

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered

employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1420
June 1993

Exhibit D

Family Medical Leave Policy

Pursuant to the Family Medical Leave, you are entitled to up to twelve (12) weeks of health insurance coverage paid by the Library in any given year, **contingent upon the provision by you of the form Certification of Health Care Provider, OMB NO. 1215-0181**. The year shall be defined as one (1) year from the commencement date of such leave. Any absence in excess of three (3) consecutive days is considered Family Medical Leave for which the Library is required to complete the form OMB No. 1215-0101, Employer Response to Employee Request for Family Medical Leave.

You have been granted Family Medical Leave, which entitles you up to twelve (12) weeks of health insurance coverage paid by the Library. **Should you utilize this coverage and not return to the Library's employment for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph (C) or (D) of section 102 (a) (1); or other circumstances beyond the control of the employee, you must reimburse the Library the cost of those twelve (12) weeks of coverage.** At the conclusion of Family Medical Leave, you may continue health insurance through the Library, COBRA coverage, at your expense and at the rate paid by the Library. Since all employees, except opt outs, pay a portion of their health insurance premium, these payments will continue during FMLA. Such payments must be made to the Library within 30 days of the first of the month to be covered.

Please be advised that under the law, the Library must reserve a similar position to your current position until you return; however, such position may not be the same one you occupied prior to your leave. If the circumstances of your leave change and you are able to return to work earlier than the date anticipated **you will be required to notify the Library at least two (2) work days prior to the date you intend to report.**

Pursuant to the collective bargaining agreement, any annual and sick leave accumulations shall be utilized concurrently with the twelve (12) weeks of Family Medical Leave, except an employee may elect to retain up to five (5) days of such accrued leave for their use upon return to the Library's employ.

Employees on Family Medical Leave shall keep the Library informed of their status on a monthly basis. Three (3) weeks prior to their anticipated return, employees shall confirm the exact date of return. **You will be required to present a fitness for duty certificate from a medical professional prior to being restored to employment.** Failure to provide such certification could delay employment until certification is supplied.

Signature

Date

March 2007

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



(When completed, this form goes to the employee, Not to the Department of Labor.)

OMB No.: 1215-0181
Expires: 08-31-2007

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **Incapacity**² if different):

b. Will it be necessary for the employee to take work only **intermittently** or to **work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated² and the likely duration and frequency of **episodes of Incapacity**²:

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:

c. If a **regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)?
If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

A "**Serious Health Condition**" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

- (1) **Treatment**³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of Incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.



(Family and Medical Leave Act of 1993)

Date:

OMB No. : 1215-0181
Expires : 08-31-07

To: _____
(Employee's Name)

From: _____
(Name of Appropriate Employer Representative)

Subject: REQUEST FOR FAMILY/MEDICAL LEAVE

On _____, you notified us of your need to take family/medical leave due to:
(Date)

- The birth of a child, or the placement of a child with you for adoption or foster care; or
- A serious health condition that makes you unable to perform the essential functions for your job; or
- A serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ and that you expect
(Date)
leave to continue until on or about _____
(Date)

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (check appropriate boxes explain where indicated)

1. You are eligible not eligible for leave under the FMLA.
2. The requested leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (insert date) (must be at least 15 days after you are notified of this requirement), or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)

5. (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you, and it is agreed that you will make premium payments as follows: (Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)

(b) You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We will will not pay your share of health insurance premiums while you are on leave.

(c) We will will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you will will not be expected to reimburse us for the payments made on your behalf.

6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.

7. (a) You are are not a "key employee" as described in § 825.217 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as discussed in § 825.218.

(b) We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Explain (a) and/or (b) below. See §825.219 of the FMLA regulations.)

8. While on leave, you will will not be required to furnish us with periodic reports every _____ (indicate interval of periodic reports, as appropriate for the particular leave situation) of your status and intent to return to work (see § 825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you will will not be required to notify us at least two work days prior to the date you intend to report to work.

9. You will will not be required to furnish recertification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)

This optional use form may be used to satisfy mandatory employer requirements to provide employees taking FMLA leave with Written notice detailing specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. (29 CFR 825.301(b).)

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, DC 20210.

DO NOT SEND THE COMPLETED FORM TO THE OFFICE SHOWN ABOVE.