AGREEMENT

BETWEEN

THE PLATTSBURGH PUBLIC LIBRARY

AND LOCAL 788, AFSCME COUNCIL 66, AFL-CIO

FOR THE PLATTSBURGH PUBLIC LIBRARY

JULY 1, 2019 – JUNE 30, 2022

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PREAMBLE

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

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I

RECOGNITION

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

b. Excluded from this Agreement is the Library Director and Administrative Assistant.

ARTICLE II

UNION SECURITY

Section 1. Union Dues and Agency Shop

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

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

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

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

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

Section 2. Bulletin Boards

a. The Employer shall designate specific common employee areas where bulletin boards in a design and size approved by the Employer may be placed.

b. Bulletin boards herein provided for shall be used for Union communications to unit employees and such joint communications to employees as may from time to time be approved for posting by the Union and the Employer.

c. The Union Steward or Alternate Steward is charged with the responsibility of maintaining such bulletin boards in a current status and neat appearance. No derogatory material will be posted on any such board.

Section 3. Access to Premises

Representatives of Council 66 shall obtain the approval of the Library Director or his/her designee prior to entering upon the premises for individual discussions of working conditions with employees. Approval shall not be unreasonably withheld. Such discussions shall not unduly interfere with performance of duties assigned to employees.

Section 4. Aid to Other Unions

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

Section 5. Meeting Facilities

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

Section 6. Notification of New Employees

No later than forty-five (45) days after a new employee is hired by the Employer, the Employer shall provide the Union President or Secretary with the new employee's job title, home address, and whether the employment is on a permanent, provisional and/or temporary basis.

Section 7. Attendance at Union Meetings.

Any Union Steward, Union Alternate Steward or Executive Board Member shall not be scheduled to work during the regularly scheduled monthly Union meeting (presently the 2nd Tuesday of each month). The Steward or Alternate Steward will receive one (1) hour per month with pay to attend a union meeting. If the officer(s) elect(s) not to attend the regular monthly union meeting, he/she shall so advise management one (1) week prior to it and his/her work

schedule shall not be changed. No more than two (2) members of the Library staff will be allowed to attend monthly Union meetings or local Union Executive Board meetings because of needed schedule changes.

ARTICLE III

HOURS OF WORK

Section 1. Regular Hours

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

Section 2. Work Schedule

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

b. Work Week: The work week shall be Monday through Saturday and shall consist of five (5) consecutive days of seven (7) hours duration. Each employee may be scheduled two (2) evenings per week and each employee may be scheduled to work every third (3rd) Saturday. Such scheduling shall be on an equal basis. Pages and Cleaner may be scheduled as needed.

c. Lunch Period: The lunch period shall be for one (1) hour, to be taken so that no employee works more than four and one-half (4½) consecutive hours without a lunch period. At the request of the employee and the approval of the Library Director this time may be extended to five (5) consecutive hours without a lunch period. Said lunch period shall be unpaid.

d. Payment for Work in Excess of Thirty-Five Hours: Employees who are required to work in excess of thirty-five (35) hours shall be paid at the rate of time and one-half their regular rate of pay or receive compensatory time in accordance with ARTICLE XIII, Section 3.

e. Credited Hours for Monday: Employees scheduled to work Saturdays shall be credited with the full preceding Monday off in accordance with their regular (7 hour) schedule.

Section 3. Work Shift Schedule

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

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

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

Section 4. Rest Periods

a. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be taken as near to the middle of each one-half shift as is possible, consistent with the work to be performed. Employees are not required to stay in the library or on library property during their rest periods.

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

c. Employees who work two (2) hours or more beyond their regular quitting time shall receive their morning fifteen (15) minute break and instead of the afternoon break they will receive a paid half (1/2) hour break toward the end of their original shift. They will then be granted another fifteen (15) minute break during the evening.

Section 5. Reporting Time

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

ARTICLE IV

HOLIDAYS

Section 1. Holidays Recognized and Observed

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

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

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

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

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

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

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

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

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

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

f. Any other day(s) declared or provided by the President of the United States, the Governor of the State of New York or the Mayor of the City of Plattsburgh to be a day of mourning, remembrance, commemoration or celebration which is not presently observed shall be recognized and observed as paid holidays.

Section 2. Eligibility Requirement

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

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

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

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

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

Section 3. Holiday Work

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

ARTICLE V

VACATIONS

Section 1. Vacation Selection

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

b. Employees with twenty-five (25) workdays of vacation will be required to take two (2) weeks of vacation leave in either two blocks of at least five (5) consecutive workdays or one block of ten (10) consecutive workdays. All other vacation leave shall be used in increments of not less than 15 minutes.

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

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

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

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

g. Two employees by seniority will be allowed to take vacation leave each day of the year (One (1) Librarian and one (1) non-librarian each day; on any day where no Librarian requests scheduled vacation, two non-librarians shall be allowed scheduled vacation). The Library Director or his/her designee may, in his/her sole discretion, allow more than two employees to take vacation leave per day. Notwithstanding the provisions of Article XVII, the Union shall not be permitted to file a grievance challenging the exercise of the Library Director's discretion in this decision. The Cleaner shall not be counted among this number and may have vacation at any time if approved by the Library Director.

h. Except as part of a vacation leave period of at least five (5) consecutive workdays, employees shall be permitted to use vacation leave on only two (2) Saturdays per calendar year.

Section 2. Work During Vacation Period

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

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

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

Section 4. Vacation Schedule

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

1 through 5 years of service	10 workdays
And upon the completion of:	
5 years of service	15 workdays
10 years of service	20 workdays
15 years of service	25 workdays

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

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

d. Library Pages shall not be entitled to vacation.

Section 5. Pay Advance

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

ARTICLE VI

SICK LEAVE

Section 1. Allowance

a. Library Pages shall not receive sick leave with pay. Any employee, except Library Pages, contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, is quarantined by Health Authorities, or must make medical visits which cannot be

scheduled during non-working hours as a result of any illness or injury, shall receive sick leave with pay to the extent such employee has accumulated sick leave.

b. Eligible employees meeting the requirements and criteria shall be entitled to the benefits of the Family and Medical Leave Act. Permanent or provisional employees shall be eligible for sick leave after thirty (30) days service with the Employer.

c. Employees shall be allowed 7.0 hours sick leave for each month of service effective January 1, 2012. Sick leave shall be earned by an employee for any month in which the employee is compensated for no less than one-half (1/2) of a month. All time for which an employee is compensated by sick leave payments shall be considered as time worked for the purpose of computing vacation, holiday, sick leave and seniority.

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

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

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

Section 2. Accumulation

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in service of the employer to a maximum of 1,406 hours.

Employees hired on or after January 1, 1990 shall accumulate a maximum of 666 hours. Employees hired on or after January 1, 1998 shall accumulate a maximum of 666 hours, but shall not receive payment pursuant to Article VI, Section 4 for any hours in excess of 450 hours.

Section 3. Absence Due to Injury

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

Section 4. Liquidation of Sick Leave

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

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

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

d. On December 15th of each year of this Agreement, every employee with more than one thousand three hundred thirty-two (1,332) hours of sick leave will be paid sixty percent (60%) of his/her current rate of pay for all hours above one thousand three hundred thirty-two (1,332) hours.

Section 5. Employer Notification

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

ARTICLE VII

LEAVE OF ABSENCE

Section 1. Eligibility Requirements

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

Section 2. Application for Leave

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

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

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

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

ARTICLE VIII

PAID LEAVES

Section 1. Funeral Leave

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

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

Section 2. Jury Duty

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

Section 3. Subpoenas

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

Section 4. Union Leaves

a. Members of the Union elected by the Local Union or up to one (1) appointed member, to attend a function of the International Union or other subordinate body, such as conventions or educational conference, shall be allowed time off (without loss

of time or pay) to attend such functions, not to exceed two (2) members at any one time and an aggregate of five (5) days in any one (1) year for all employees.

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

c. The Union shall be allowed an average of eight (8) hours of paid leave per month for the Union Officers (President and Vice President) employed at the Library to conduct Union business during Library working hours, with a maximum of 96 hours per year. Said time shall not accumulate year to year. If both the President and Vice President are employees of the Library at the same time, the 8 hours/96 hours per year will be shared between them.

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

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

Section 6. Civil Service Examination

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

b. If an Employee is scheduled to work Tuesday through Saturday and is scheduled for a library-related Civil Service Examination to be given on the Saturday he/she is scheduled to work, at the Employee's request, on at least three (3) week's advance notice, the Employer shall schedule the Employee to work Monday through Friday on the week of the examination.

Section 7. Personal Leave

a. All employees will become eligible for and receive the following:

2 days	1-5 years employment

3 days	upon completion of 5 years employment
4 days	upon completion of 10 years employment.

b. Personal leave is credited and posted on January 1st.

c. Personal leave may be scheduled. If scheduled by March 15th, it will be treated as a vacation day following the rules for scheduled vacation days or they may be taken as by definition of a personal day (i.e. the employee calls the day of and leaves a voice message on the sick leave voice messaging extension that they are taking a personal day).

Section 8. Board Meetings

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

Section 9. Voting

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

Section 10. Military Leave

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

Section 11. Library Pages

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

Section 12. Family Medical Leave Act

See Appendix B.

ARTICLE IX

UNPAID LEAVES

Section 1. Union Business

a. Employees elected to Union Office or selected by the Union to do work which takes them from their employment with the Employer, may, upon the written request of the

employee and the Union, be granted a leave of absence subject to the approval of the Library Board. This leave of absence shall not exceed one (1) year.

b. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the employee and the Union, subject to the approval of the Library Board. A leave of absence for such Union activity shall not exceed one (1) month. Such leave may be extended for an additional one (1) month period upon the request of the employee and the Union subject to the approval of the Library Board.

c. The total number of employees on unpaid leave of absence for the Union business at one (1) time shall not exceed one (1).

Section 2. Education

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

Section 3. Employment Opportunities

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

Section 4. Paternity or Adoption Leave

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

ARTICLE X

WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule

a. Employees shall be compensated in accordance with the wage schedule established in negotiations effective July 1, 2015 attached to this Agreement and Marked Appendix "A".

b. When any position not listed on the wage schedule is established or the specification of any existing position are substantially changed, the Employer shall, after consultation with the Union, designate a job classification and rate structure for the

position. In the event the Union does not agree that the classification and rate are proper, it shall so advise the Employer in writing stating the basis of its position, thereafter, the Union shall have the right to take the matter to arbitration.

Section 2. Pay Period

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

b. Bi-weekly payroll—when city is ready to implement. City will cooperate with softening implementation, consistent with AFSCME city-wide contract procedure(s).

Section 3. Longevity Service Pay

a. It shall be the practice of the Library to reward employees who have made municipal service their career by paying additional compensation for years of service.

b. Longevity pay increments per hour are established for each five (5) year block of service and employees shall receive longevity pay per hour with the start of their sixth (6th) year of service computed on the anniversary date, and this shall be paid in addition to their base salaries.

c. Effective 7/01/2009 employees shall receive longevity pay of forty ($.40) cents per hour for 6-10 years of service, employees shall receive longevity pay of sixty ($.60) cents per hour for 11-15 years of service, employees shall receive longevity pay of eighty five ($.85) cents per hour for 16-20 years of service, employees shall receive longevity pay of one dollar ten cents ($1.10) per hour for 21-25 years of service, employees shall receive longevity pay of one dollar forty cents ($1.40) per hour for 26-30 years of service, employees shall receive longevity pay of one dollar seventy-five ($1.75) cents per hour for 31-35 years of service, employees shall receive longevity pay of two dollars fifteen cents ($2.15) per hour for 36-40 years of service.

ARTICLE XI

HOSPITALIZATION, MEDICAL, AND RELATED BENEFITS

Section 1. Hospital and Medical Benefits

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

Single plan participant	$1,000.00
Family plan participant	$2,500.00

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

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

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

d. All employees will contribute 15% of the annual cost of their health care premium beginning 1/1/12.

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

f. Employees hired on or after March 1, 2016 and eligible for retiree health insurance in accordance with Article XI, Section 1a above, shall contribute fifteen (15%) percent of the premium cost of health insurance during their retirement, not to exceed three (3%) of their New York State retirement income.

g. Notwithstanding the requirement of Section 1a above, if the City of Plattsburgh and AFSCME Council 66, Local 788 agree to eliminate the plan or plans referenced in Section 1a above, such plans shall be eliminated by the Library and employees and retirees shall be offered the same plan or plans as employees and retirees of the City of Plattsburgh are offered.

Section 2. Double Coverage

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

Section 3. Disability Insurance Plan

a. All employees covered by this Agreement shall be covered under provisions of the Disability Benefits Law of the State of New York with the full cost of such coverage to be paid by the Employer.

b. For the period of employee's absence beyond the seven (7) day waiting period and within the limits of his accumulated sick leave, any employee, except Library Pages, shall be paid the difference between the Disability Benefit and his regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall only be made from the disability insurance carrier.

c. Time equivalent to the salary payment only shall be charged against the earned sick leave of the employee for any such absence.

d. The provisions of this Article shall become effective only if the employee files for disability benefits with the Employer.

Section 4. Workers' Compensation

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

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

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

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

Section 5. Health Insurance Buyout

If an eligible member of the bargaining unit elects not to participate in any plan of medical and health insurance benefit made available pursuant to Article XI of this agreement, such individual shall be eligible to receive a total payment of $1,500.00 for single coverage per calendar year or $3,000.00 for family coverage per calendar year. All or part of this amount, at the request of the employee may be placed in a pre-tax Section 125A flexible spending account. Election of this buyout must be made between December 1st and December 15th of each year in writing to the Library's Designee. Payment of buyout will be disbursed in equal one-half (1/2) installments once on a regular payday after January 15th and one-half (1/2) on a regular payday after July 15th of each year by a separate check. Any employee wishing to be reinstated into the Library's medical and health insurance plan(s) shall be permitted to do so, provided that he/she pay(s) to the Library a pro-rated share of any buyout monies received for the year in which he/she reinstates. This election of health coverage will occur during normal open enrollment periods (currently May and November) except in the case of loss of other health insurance the election will be at the time the loss occurs.

ARTICLE XII

RETIREMENT PLAN

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

ARTICLE XIII

OVERTIME

Section 1. Call Time

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

Section 2. Distribution

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

b. Among the employees who have indicated their desire for overtime as provided in

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

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

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

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

Section 3. Compensation Time

a. Employees working approved overtime hours may, at the employee's discretion, take compensatory time to a maximum of 56 hours. Such compensatory time is accrued at a rate of one and one-half (1½) hours for every hour worked over thirty-five (35) hours in the work week. Compensatory time is available only for overtime hours worked and in no event may it be accrued at a rate higher than one and one-half (1½) hours per overtime hour worked.

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

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

ARTICLE XIV

SENIORITY

Section 1. Definition

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

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

Section 2. Probationary Period

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

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

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

Section 3. Seniority Lists

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

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by layoff, voluntary

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

Section 5. Temporary Service

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

ARTICLE XV

WORK FORCE CHANGES

Section 1. Non-Competitive Job Openings

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

Section 2. Competitive Civil Service Jobs

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

Section 3. Demotions

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

Section 4. Layoff

a. In the event the Library chooses to abolish positions in the Competitive Class, it shall comply with the provisions of the New York State Civil Service Law and the Civil Service Rules for Clinton County. Employees shall have such retention, bumping, reinstatement and recall rights as contained in the New York State Civil Service Law and the Civil Service Rules for Clinton County.

b. In the event the Library chooses to abolish positions in the Labor Class, the layoff is to be made from among the employees holding the same title as the abolished position in the inverse order of their original appointments in the classified service for the Library.

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

Section 5. Consolidation of Jobs

a. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall have such rights as conferred upon them by the NYS Civil Service Law.

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

ARTICLE XVI

DISCIPLINE AND DISCHARGES

Section 1. Exercise of Rights

a. Disciplinary action or measures shall include only the following:

Step I.	Oral Reprimand
Step II.	Written Reprimand
Step III.	Suspension (Notice To Be Given In Writing)
Step IV.	Discharge

b. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed on or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward of the charges, in writing, immediately upon such disciplinary action being taken.

c. The disciplined employee upon request will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he is required to leave the premises.

d. The employee shall have a right to be represented by the Union Steward upon request.

e. All Oral and Written reprimands and Counseling Memos shall be removed from an employee's personal file twenty-four (24) months from the date of issue provided there has been no reoccurrence of any related infractions and the employee has a good work record.

Section 2. Disputes As To Discipline And Discharge

Should the Employer feel there is just cause for a disciplinary action or discharge and such action is taken, within ten (10) work days of the receipt of such notification, the Union may process the disciplinary action or discharge as a grievance matter at the fourth (4th) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union. If an employee is subject to Section 75 of the Civil Service Law, a hearing officer shall be appointed by the Library Board and shall not be a member of the Library Board with the cost being equally shared by the Library and the Union.

Section 3. Private Hearings.

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

Section 4. Reinstatement.

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

ARTICLE XVII

SETTLEMENT OF DISPUTES.

Section 1. Grievances.

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

Step1. The Union Steward with or the Union Steward without the employee shall file in writing and take up the grievance with the Library Director within five (5) workdays of its occurrence; if at that time the Steward is unaware of the grievance, he shall take it up within five (5) work days of his knowledge of its occurrence. However, in no event shall a grievance of more than sixty (60) workdays old from the date of the occurrence be processed. The Library Director shall then attempt to adjust the matter and shall respond in writing to the Steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented by the Union President or designee and/or other authorized representative of the Union to the Grievance Committee in writing within five (5) work days after the response of the Library Director is due to work towards consensus. The Grievance Committee shall respond in writing to the Union President and the Board of Trustees within ten (10) working days. The Grievance Committee will be comprised of the Council Liaison as facilitator, the Library Steward and Alternate Steward, 2 (two) non-officer Library Trustees and 1 (one) member of Library Management.

Step 3. If either the Board of Trustees or the Union Executive Board has a complaint with the consensus reached by the Grievance Committee, they may request in writing within five (5) work days that the Grievance Committee reconvene to review their considerations and consensus. The Grievance Committee will then respond in writing to the Union President and the Board of Trustees within ten (10) working days.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Grievance Committee is due, by written notice to the other, request arbitration.

Section 2. Grievance Waived.

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

Section 3. Procedure.

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

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

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement, nor have any power to rule on the legality or illegality of any provisions of this Agreement. Expenses for the Arbitrator's services and proceedings shall be borne by the party against whom the decision is rendered. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a stenographic record of the proceedings, it may cause such a record to be made and such party shall pay for the record. If both parties desire a stenographic record, they shall bear the costs equally.

Section 4. Union Representatives.

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

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

Section 5. Processing Grievances.

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

Section 6. Labor - Management.

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

Section 7. Safety.

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

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

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

d. The Employer shall not place any employee by reason of assignment or reassignment in a position that would cause that employee or any other employee to be left in an unsafe working environment. Conversely, no employee shall place himself or herself or a fellow employee in an unsafe environment, by any action on his part.

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

ARTICLE XVIII

STRIKES AND LOCKOUTS.

Section 1. Lockouts.

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

Section 2. Strikes.

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

ARTICLE XIX

CONTRACTING - SUBCONTRACTING.

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

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

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

ARTICLE XX

GENERAL PROVISIONS.

Section 1. Pledge Against Discrimination and Coercion.

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, military status, transgender status, disability, pre-disposing genetic characteristics, domestic violence victim status, or political affiliation.

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

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

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

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

1. Post Union notices (by the Steward);

2. Attend Library negotiating meetings (Union Committee) not to exceed two (2) employees.

Section 3. Protective Clothing.

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

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

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

b. A temporary appointment may be made for a period not exceeding three months if the need for such service is important and urgent. A temporary appointment may be made for a period exceeding three months under the circumstances set forth in Section 64 of the NYS Civil Service Law. All such temporary appointments shall be made in accordance with the NYS Civil Service Law and the Civil Service Rules for Clinton County. Except as required by law, employees holding temporary appointments shall not receive health insurance, leave time, or any other benefits.

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

Section 5. Disabled Employees And Jobs Dangerous To Health.

The Library shall comply with all statutes, rules, and regulations pertaining to the employment of disabled persons, including the Americans with Disabilities Act, the New York State Human Rights Law, the Family and Medical Leave Act, and the Civil Rights Act of 1964, as amended.

Section 6. Availability Of Agreement.

Employer shall provide copies of this Agreement to all employees in the bargaining units

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

Section 7. Car Allowance.

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

Section 8. Work Rules.

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

Section 9. Travel Advance.

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

Section 10. Library Work Force.

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

Section 11. Payroll Deduction/Deferred Income.

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

ARTICLE XXI

SAVINGS CLAUSE.

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

order or judgment, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXII

MANAGEMENT'S RIGHTS.

Section 1. Rights Reserved Except As Contracted Away.

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

Section 2. Definition of Positions.

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

ARTICLE XXIII

TERMINATION AND MODIFICATION.

a. This Agreement shall be effective as of the execution date hereof with respect to working conditions contained therein. It shall be effective as of July 1, 2015 with respect to retroactive pay in accordance with other provisions herein elsewhere contained. Except as herein provided it shall remain in full force and effect until the 30th day of June 2019.

ARTICLE XXIV

COMPLETE AGREEMENT (ZIPPER CLAUSE).

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

negotiated or signed this Agreement.

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

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

APPENDIX "A"
JOB CLASSIFICATIONS AND WAGE SCHEDULE.

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

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

Effective July 1, 2019, all employees covered by this Agreement, except Pages, shall receive a wage increase of two percent (2.0%). Effective July 1, 2019, all Pages shall receive a wage increase to $12.75 per hour.

Effective July 1, 2020, all employees covered by this Agreement, except Pages, shall receive a wage increase of two percent (2.0%). Effective July 1, 2020, all Pages shall receive a wage increase to $13.25 per hour.

Effective July 1, 2021, all employees covered by this Agreement, including Pages, shall receive a wage increase of two percent (1.5%). Effective July 1, 2021, all Pages shall receive a wage increase to $13.75 per hour.

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

Job Title	**7/1/2019**	**7/1/2020**	**7/1/2021**
Librarian II	$25.04	$25.54	$25.92
Librarian I	$23.06	$23.52	$23.88
Library Assistant	$21.59	$22.03	$22.36
Principal Clerk	$20.44	$20.85	$21.16
Principal Library Clerk	$19.80	$20.19	$20.50
Senior Library Clerk	$17.99	$18.35	$18.63
Typist	$16.63	$16.96	$17.21
Library Clerk	$16.04	$16.37	$16.61
Senior Library Page	$15.01	$15.31	$15.54
Cleaner	$14.60	$14.89	$15.11

	7/1/2019	**7/1/2020**	**7/1/2021**
Page	$12.75	$13.25	$13.75

APPENDIX "B"

FAMILY MEDICAL LEAVE

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

In accordance with rights provided by statute:

1. Family and medical leave shall be granted to an eligible employee to a total of twelve work weeks of leave during any twelve month period for the following:

   A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
   B. Because of placement of a son or daughter with the employee for adoption or foster care;
   C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
   D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. An eligible employee is one who has worked at least 1,250 hours during the previous 12 months for the employer.

3. An employee entitled to leave under this policy may be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12-week period of leave granted pursuant to this policy.

4. The City shall maintain coverage for health insurance for an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. Specifically, those employees required to co-pay will be required to continue doing so. The City may, to the extent permitted by the collective bargaining agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results from the conditions necessitating the leave or such failure to return is beyond the control of the employee.

5. Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Medical Leave Act.

6. Employees shall continue to accrue seniority.

7. Employees may have the option to take FMLA leave intermittently or by working a reduced work week.

APPENDIX "C"

DOMESTIC PARTNERS.

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

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

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

Who can be covered as a domestic partner

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

How to enroll a domestic partner

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

When coverage begins

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

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

When coverage ends

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

How to report that the partnership has ended

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

Dental and Vision Coverage's

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

INCOME TAX IMPLICATIONS

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

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

Coverage For Partner's Children

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

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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

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

Application for:

_____City of Plattsburgh Health Insurance Program
_____City of Plattsburgh Dental/Vision Program

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

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

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

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

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

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

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

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

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

_____
Print Name (Enrollee)

_____
Social Security Number/Date of Birth of Birth

_____
Address

_____
Address

_____
Signature

Sworn to before me this
_____day of _____, 20__

_____
Notary Public

_____
Print Name (Partner)

_____
Social Security Number/Date

_____
Address

_____
Address

_____
Signature

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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PROOF OF ONE YEAR RESIDENCY

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

___Driver's license

___Automobile Registration

___Lease agreement

___Mortgage agreement

___Tax return

___Bank statement

___Passport

___Insurance benefits statement

___Pay check stub

___Utility bill

___Telephone Bill

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

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

STATEMENT OF DEPENDENCE

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

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

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

_____
Print Name (Enrollee)

_____
Address

_____
Address

_____
Signature

Sworn to before me this
_____day of _____, 20____

_____
NOTARY PUBLIC

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

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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

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

Section 152. DEPENDENT DEFINED.

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

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

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

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

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

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

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

LIST A

___joint obligation on a loan (including an affidavit by a creditor for a personal loan

___joint ownership of our residence

___joint renter's or home owner's insurance policy

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

LIST A (continued)

___designation of one partner as the representative payee for the other's government benefits

___joint ownership of holding of investments

___joint ownership or lease of a motor vehicle

___both listed as tenants on the lease of our shared residence

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

___an affidavit by a corporate creditor or other purpose of disinterested third party qualified to testify to receiving government benefits

___mutually granted durable power of attorney

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

___share a household budget for the partners' financial interdependence

___I claim my partner as a dependent for federal tax purposes

LIST B

___joint bank account partner's

___joint credit or charge card(s)

LIST B (continued)

___status as authorized signatory on the bank account, credit card or charge card

___other proof establishing economic interdependence

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

_____
Print Name (Enrollee)

_____
Address

_____
Address

_____
Signature

_____
Print Name (Partner)

_____
Address

_____
Address

_____
Signature

Sworn to before me this
_____day of _____, 20_____

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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

TERMINATION OF DOMESTIC PARTNERSHIP

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

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

Have terminated our domestic partnership.

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

_____ .
Date

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

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

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

_____ _____
Signature of employee Date

_____
Social Security Number

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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IN WITNESS WHEREOF, the parties hereto set their hand as of the 17th day of December, 2019.

FOR THE PLATTSBURGH PUBLIC LIBRARY EMPLOYEES

President, Local 788

Vice President, Local 788

Library Union Steward, Local 788

Library Alternate Steward, Local 788

FOR THE PLATTSBURGH PUBLIC LIBRARY

President, Board of Trustees

Secretary, Board of Trustees

Library Director