



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006

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JAMES F. HANLEY

Commissioner

CAROLINE I. SULLIVAN

First Deputy Commissioner

Dennis Sullivan
Director of Research & Negotiations
125 Barclay Street
New York, N.Y. 10007

Re: 1995 – 2001 Citywide Agreement

Dear Mr. Sullivan:

This is to confirm our mutual understanding and agreement that during the negotiations for the above captioned agreement the parties agreed to the implementation of the following personnel policies by both covered agencies and the New York City Health and Hospitals Corporation:

1. Personnel Services Bulletin No. 440-8 (Guidelines on the Family and Medical Leave Act of 1993) be modified as follows to provide that effective November 26, 1999, leave will be granted to provide care for a domestic partner who has a serious health condition:

An eligible employee is entitled to a total of 12 weeks of leave in a 12 month period. Leave may be taken upon the birth of a child to the employee, to care for such child; or upon the placement of a child with the employee for adoption or foster care, to care for such child ("FLMA Childcare Leave"). Leave may be taken to care for a child of the employee when the child has a serious health condition, as defined hereon; to care for the employee's parent or spouse or domestic partner when such person has a serious condition; and for the employee's own serious health condition.

"Child" means a biological, adopted or foster child of the employee; a legal ward, or stepchild of the employee; or a child for whom the employee stands in loco parentis. A child must either be under 18 or incapable of self-care because of mental or physical disability. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides. "Parent" means the biological parent of the employee, or person who stands or stood in loco parentis for the employee when the employee was a child, as defined herein; it does not include "in-laws." "Domestic Partner" means domestic partner as defined in the New York Administrative Code Section 1-112(21).

2. Effective November 26, 1999, employees serving permanently in a competitive, non-competitive, or labor class title in an agency covered by the Citywide Agreement and the Personnel Rules and Regulations of the City of New York ("covered position") who are appointed to another covered position in the competitive, non-competitive, or labor class that requires serving a new probationary period, shall have the right to return to their former agency and title if they do not satisfactorily complete the new probationary period. Employees serving permanently in a competitive, non-competitive, or labor class title in the Health and Hospitals Corporation that is covered by the Citywide Agreement ("HHC covered position") who are appointed to another HHC covered position in the competitive, non-competitive, or labor class that requires serving a new probationary period, shall have the right to return to their former HHC title if they do not satisfactorily complete the new probationary period.

3. Effective November 26, 1999, when competitive class promotional titles are consolidated with lower titles as assignment levels, any permanent competitive class employees who are serving as step-up provisionals in the affected promotional titles shall have up to twenty-four (24) months of prior provisional service credit towards the "salary lock-in" provisions set forth in the Alternative Career and Salary Pay Plan. Notwithstanding such credited service, such employees must serve at least 12 months in the higher assignment level to gain full salary lock-in rights

The provisions of this letter shall be deemed part of the 1995-2001 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 1995-2001 Citywide Agreement and shall be coterminous therewith.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,

JAMES F. HANLEY

**AGREED AND ACCEPTED
ON BEHALF OF DISTRICT COUNCIL 37**

**BY: _____
DENNIS SULLIVAN**