EMPLOYMENT CONTRACT

BETWEEN

COUNTY OF BROOME

AND

LOCAL UNION 1912, COUNCIL NO. 66,

AMERICAN FEDERATION OF

STATE, COUNTY & MUNICIPAL EMPLOYEES,

AFL-CIO

2010-2014

TABLE OF CONTENTS

		Page
Article 1	Purpose	1
Article 2	Waiver	1
Article 3	Reciprocal Rights	1
Article 4	Recognition	2
Article 5	Aid to Other Unions	2
Article 6	Dues Deductions	2
Article 7	Grievance Procedure	3
Article 8	Discharge and Discipline	4
Article 9A	Seasonal Employees	6
Article 9B	Part-Time and Temporary Employees	6
Article 9C	Temporary Appointment	7
Article 10	Seniority for Probationary Employees	7
Article 10A	Seniority For Non-Probationary Employees	7
Article 11	Seniority Lists	8
Article 12	Loss of Seniority	8
Article 13	Seniority for Shift Preference	8
Article 14	Seniority for Stewards	9
Article 15	Seniority for Officers	9
Article 16	Union Representation	9
Article 17	Promotion & Filling of Vacancies (Non-Competitive and Labor Classifications)	9
Article 18	Lay-offs	10
Article 19	Recall Procedure	11
Article 20	Transfer and Filling of Temporary Vacancies (Non-Competitive and Labor Classifications Only)	11
Article 21	Promotion and Filling of Vacancies (Competitive Classification)	12
Article 22	Departmental Work Rules	12
Article 23	Leave of Absence for Reserve Training	12
Article 24	Leave of Absence Without Pay	13
Article 25	Leave for Union Business	14
Article 26	Union Activities on Employer's Time and Premises	14
Article 27	Sick Leave	14
Article 28	Bereavement Leave	18
Article 29	Longevity Service Pay	18
Article 30	Working Hours and Work Week	19
Article 31	Holidays	22
Article 32	Vacations	23
Article 33	Union Bulletin Boards	25
Article 34	Safety Committee	25

Article 35	Health Benefits	25
Article 36	Workers' Compensation	27
Article 37	Life Insurance Coverage	27
Article 38	Pensions	28
Article 39	Jury Duty and Civic Duty	28
Article 40	Overtime and Standby	28
Article 41	Rates for New Jobs	29
Article 42	Wages	30
Article 43	Show-up Time	30
Article 44	Access to Premises	30
Article 45	Pledge against Discrimination and Coercion	30
Article 46	Maintenance of Benefits	31
Article 47	Special Conferences	31
Article 48	Reinstatement under Military Law	31
Article 49	Disabled Employees	31
Article 50	Protective Devices & Clothing	31
Article 51	Tool Reimbursement	32
Article 52	Pay Practices	32
Article 53	Use of Employee Automobiles	32
Article 54	Federally Funded Programs	33
Article 55	Parking	33
Article 56	Reimbursement	33
Article 57	Reasonable Suspicion Testing	34
Article 58	Savings Clause	34
Article 59	Legislative Action	34
Article 60	Successors and Assigns	35
Article 61	Complete Agreement	35
Article 62	Modification and Termination	35
	Signature Page	36
Appendix A	Titles	37
Appendix B	2010 Wages	38
Appendix C	2011 Wages	39
Appendix D	2012 Wages	40
Appendix E	2013 Wages	41
Appendix F	2014 Wages	42

AGREEMENT

WHEREAS, Chapter 392 of the Laws of 1967 (hereinafter referred to as the Taylor Law) empowers the County of Broome, hereinafter referred to as "Public Employer" to recognize employee organizations for the purpose of negotiating collectively in the determination of and administration of grievances arising under, the terms and conditions of employment of public employees as more particularly provided and set forth in said Chapter, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Taylor Law further provides that when an employee organization has been certified or recognized pursuant to provisions thereof, the Public Employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination of, and administration of grievances arising under, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, Broome County Public Employee Local Union No. 1912, Council No. 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union", has been recognized by the Public Employer as such an employee organization for those employees hereinafter defined.

NOW, THEREFORE, pursuant to and in consideration of the above and the mutual covenants herein contained, it is stipulated and agreed, as follows:

ARTICLE 1 - PURPOSE

This Agreement entered into by the County of Broome, New York, hereafter referred to as the Employer, and New York Council 66 and its affiliated Local Union 1912 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the Union, has as its general purpose the setting forth of terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Employer and the Union.

ARTICLE 2 - WAIVER

The waiver of any breach of condition of this agreement by either party cannot constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 3 - RECIPROCAL RIGHTS

a) The Public Employer recognizes the rights of public employees to be represented by employee organizations for the purpose of negotiating collectively with the Public Employer in the determination of terms and conditions of employment and in the administration of grievances arising thereunder.

b) The Union recognizes the right of the Public Employer to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of New York and/or the United States of America.

c) The exercise of these rights, powers, authority, duties and responsibilities by the Public Employer in the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this agreement and represented by the Union, be limited by the specific and expressed terms of this agreement.

d) The Public Employer agrees to administer its obligations under the terms of this agreement in a fair and impartial manner, and will not lock-out its employees, nor will it intentionally as a part of a concerted plan provoke interruptions of or prevent the continuity of work by said employees.

e) The Union affirms that it does not assert any right to engage in a strike against the Public Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

ARTICLE 4 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective negotiations in establishing salaries/wages, hours of employment and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all employees in the titles listed in Appendix A.

Both parties agree to consult jointly when a title not listed in Appendix A is created. The County shall inform the Union of any such new titles that they create. If the Union is dissatisfied with the County's final position, then the question shall be resolved by the New York State Public Employment Relations Board pursuant to Section 205.5(c).

The Employer, pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above described bargaining unit for the maximum period permitted by law.

ARTICLE 5 - AID TO OTHER UNIONS

The Public Employer will not aid, promote or finance any other employee organization within the negotiating unit herein recognized, which purports to engage in collective negotiations, or make any agreement with any such employee organization for the purpose of undermining the Union or permit the payroll deduction of dues for any such other organization, except for those currently contributing for purposes of maintaining insurance coverage, during the term of this agreement. No such future authorization will be allowed.

ARTICLE 6 - DUES DEDUCTIONS

The Public Employer will deduct from the wages of the employees covered by this agreement, from whom it has received written authorization on forms provided by the Union and approved by the Public Employer, the required amount of membership dues certified by the Union. Additional deductions may be added on an individual basis after consultation with the employer. All amounts deducted by the Public Employer in accordance with this Article, will be remitted to the Union on a regular monthly basis by the fifteenth (15th) of the month, together with a roster of such employees from whom dues have been deducted. The Public Employer agrees to notify the Union of any revocation of membership dues deductions within thirty (30) days of receipt thereof.

It is understood and agreed that the provisions of this Article shall be subject to the requirement of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

If an administrative error occurs, which is alleged to be the County's fault, the dispute shall be handled through the grievance procedure outlined in Article 7.

ARTICLE 7 - GRIEVANCE PROCEDURE

a) The Public Employer and the Union acknowledge the necessity for a grievance procedure to handle the administration of grievances and disputes arising under the terms and conditions of employment of the employees covered by this agreement.

b) The term "grievance" or "dispute" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one or more of the express provisions of this agreement, provided, however, that such term shall not include disciplinary suspensions, discharge, fine, and the creation of new positions or the discontinuance of existing positions and matters not specifically covered by the express provisions of this agreement.

STEP 1. The Union Steward, with or without the employee, may discuss the grievance or dispute with the supervisor involved. In such cases, the Union Steward shall give reasonable notice to his/her own immediate supervisor prior to taking such time off from his/her job for such purpose so that his/ her supervisor can make any necessary adjustments that may be required as a result of such time off. The grievance procedure set forth herein shall be available provided that it is initiated within thirty (30) days of the occurrence of the alleged grievance or dispute. The Supervisor must issue a Step 1 response within five (5) working days.

STEP 2. If a grievance or dispute is not settled at Step 1 within five (5) working days of a submission to the supervisor, it will there after be submitted in the form of a written statement by the Unit Chairman to the Commissioner or Deputy Commissioner of the Department or Division whichever the case may be. Such submission shall be within 10 working days of receipt of the Step 1 response. The Commissioner or Deputy shall issue a Step 2 response within 5 working days of receipt of the grievance.

STEP 3.

a) If the grievance or dispute is not settled at Step 2 the Union President may submit his/her appeal on an agenda to the Public Employer within 10 working days of receipt of the Step 2 response. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Public Employer will be arranged to discuss the grievance or dispute, appearing on the agenda, within ten (10) working days from the date the agenda is received by the Public Employer. The Public Employer representatives shall be the County Executive, or his/her designee.

b) The Union representatives may meet at a place designated by the Public Employer on the Public Employer's property immediately preceding the meeting with representatives of the Public Employer.

c) The Local President, or his/her representative, shall be allowed time off from his/her job, without loss of time or pay, to investigate a grievance or dispute which he/she is to discuss with the Public Employer. In such cases, the Local President, or his/her representative, shall give reasonable notice to his/her own immediate supervisor prior to taking such time off from his/her job for such purpose so that his/her supervisor can make any necessary adjustments that may be required as a result of such time off.

The Public Employer shall issue a Step 3 response within 15 days of the Step 3 meeting.

STEP 4.

a) If the Public Employer and Union do not resolve the grievance or dispute and the Union feels the matter should be carried further, it shall be referred to the Union Council. The Union Council may within thirty (30) days of the receipt of the Step 3 response request that the grievance be submitted to arbitration with the New York State Public Employment Relations Board (PERB). Such submission shall be in accordance with the current PERB Rules of Procedure.

b) No arbitrator functioning under Step 4 of this procedure shall have any power to amend, modify or delete any provision of this Agreement.

c) The time limits set forth in the Article may be extended by mutual consent in writing by the County and the Union.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

a) The only procedure for suspension, discharge or fine against an employee covered by this Agreement shall be confined to this Agreement and shall be in lieu of the procedure and rights contained in the Civil Service Law of the State of New York.

b) Discipline shall be imposed only for just cause.

1) Subject to the provisions of Paragraph 1 above, disciplinary action or measures shall include the following:

Oral Reprimand
Written Reprimand
Suspension (Notice to be given in writing)
Fine
Discharge

2) Management shall be able to impose oral or written reprimands without following the procedure in Section d below.

c) Employee Rights.

1. An employee shall be entitled to AFSCME representation at each step of a disciplinary proceeding.

2. No employee shall be required by the employer to submit to an interrogation after

charges unless he/she is afforded the opportunity of having an AFSCME representative present.

3. No recording devices of any kind shall be used during such interrogation unless the employee is made aware of the fact prior to such interrogation.

4. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working condition as the result of the exercise of his/her rights under this article.

d) Procedure

1. An employee against whom disciplinary action is sought shall have notice thereof and the reason therefore, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least ten (10) days for answering same in writing.

2. A copy of said charges shall be forwarded to the Union (AFSCME) upon service on the employee of said charges.

3. Within five (5) days after the receipt of the employee's answer to the charges, the Union President and/or the employee may request a meeting with representatives of the Public Employer to discuss the charges. If such a meeting is requested, the employee shall have the option of attending same. The meeting shall be between two (2) Union representatives and two representatives of the Public Employer. The Public Employer's representatives shall be the County Executive or his/her designee. If, as a result of said meeting, the Union representatives and the employee reach Agreement with the Public Employer's representatives as to the proper disposition of the charges, then said agreement shall be embodied in writing and signed by the employee, the Union representatives and the Public Employer's representatives. The employee's signature shall follow a statement in the Agreement that he acknowledges the discipline set forth therein, if any, and accepts the discipline or penalty set forth therein, if any.

4. If no Agreement concerning the disposition of the charges is reached at said meeting, or if no meeting is requested, a hearing upon charges shall be held by a person designated from a panel established in Article 7, Step 4.

5. The hearing officer shall upon the request of the person against whom charges are preferred, permit him/her to be represented by counsel, or by the Union, summon witnesses in his/her behalf, and cross examine witnesses produced on behalf of the charging party. Compliance with technical rules of evidence shall not be required. The decision of the hearing officer shall be served upon the employee and the appointing authority and shall be binding as to the question of guilt or innocence and the punishment to be imposed and the appointing authority shall issue a determination in accordance with such decision. No appeal shall lie from the decision of the hearing officer except that either party may appeal the court pursuant to CPLR Article 75.

6. All conduct alleged by the County to constitute incompetency or misconduct shall

be contained in the charge and specifications. Any other matter which will be alleged by the County to be relevant to the questions of the penalty or punishment to be recommended must be introduced at the hearing in order to be considered. Upon written demand made 20 days before the hearing is scheduled, either party shall be entitled copies of all written reports, records, and other evidence which will be relied upon at the hearing. Such written reports and records shall be furnished within ten (10) days after demand. The Personnel records of the employee shall be made available to the Union upon written consent of the employee.

7. Pending the hearing and determination of charges of incompetence or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days. If the employee is acquitted of said charges, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupations.

8. For the purpose of this Article, the hearing officer so designated shall function as an impartial arbitrator and his/her decision shall be binding on both parties to this Agreement. The fees and expenses of the hearing officer and the hearing proceeding shall be borne equally by the parties to this Agreement, provided, however, that the cost of any stenographic record shall be paid by the requesting party, who shall also supply a copy of said record to the other party and the hearing officer.

ARTICLE 9A - SEASONAL EMPLOYEES

a) Seasonal employees who are employed from seasonal to full-time employment shall have seniority from seniority from their last date of hire. A seasonal employee is defined as an employee who is hired on a seasonal basis to supplement the regular work force during peak periods in the summer and winter, but such employment shall be for a period not to exceed one hundred and twenty (120) days.

b) Seasonal employees are excluded from coverage under this Agreement and therefore are not entitled to any benefits other than set forth in this Article.

ARTICLE 9B –PART-TIME AND TEMPORARY EMPLOYEES

a) Benefits to Part-Time Employees. Persons working less than one-half time shall not be entitled to any benefits. Persons working from one-half to less than full-time shall be entitled to receive only one-half of the employee benefits set forth in this Agreement and only then if they occupy a permanent line item (i.e. 1500 line) in the current budget period. For the purpose of this section, one- half time shall mean twenty (20) hours worked per week. Persons working from one-half to less than full-time shall be entitled to full rights and privileges as provided by the Agreement and shall be subject to dues deductions.

b) Benefits to Temporary Employees. Non-seasonal temporary employees (i.e. 1600 line) working on a full-time basis are not covered by this Agreement until after six (6) months of employment, nevertheless such employees are eligible for the following fringe benefits

pursuant to Executive Order 1-2002: retirement, sick leave, paid holidays, paid vacation time, health insurance coverage and bereavement leave. After six (6) months of full-time employment, temporary employees shall be entitled to full benefits, rights and privileges as provided by the Agreement and shall be subject to dues deductions in accordance with the Agreement and shall be deemed to have completed the probationary period set forth in the Agreement.

c) Seniority: Temporary employees shall have seniority from their last date of hire.

ARTICLE 9 C TEMPORARY APPOINTMENT

a) Employees filling a position on a temporary appointment on a leave of absence shall be entitled to full benefits granted to permanent employees, where such position so filled will reasonably be expected to become a permanent appointment. The determination as to whether such position so filled will reasonably be expected to become a permanent position shall be made by the Employer.

b) Seniority: Employees in temporary appointments shall have seniority from their last date of hire.

ARTICLE 10 - SENIORITY FOR PROBATIONARY EMPLOYEES

a) New employees hired in the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment.

b) Any leave time, paid or unpaid shall not count towards the person's above stated probationary period. When an employee completes the above stated probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from one hundred and eighty (180) days prior to the day he/she completed the probationary period.

c) There shall be no seniority among probationary employees and upon completion of the probationary period shall receive all benefits offered to permanent employees. A probationary employee shall be eligible for sick leave as described in Article 27.

d) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except the discharge and discipline of employees for other than Union activities.

ARTICLE 10A - SENIORITY FOR NON-PROBATIONARY EMPLOYEES

a) County seniority shall represent the employee's service with Broome County, but shall exclude part-time service. The calculation shall be in accordance with Section A above, Article 11, and Article 12.

b) Departmental seniority shall represent the most recent date of appointment to the employee's home Department (excluding part-time), and shall be calculated in accordance with Article 11 and Article 12, and shall be used exclusively for job bidding as described in Article 17.

c) Title seniority shall be calculated form the most recent date of appointment to the employee's current job, in accordance with Article 11 and Article 12.

ARTICLE 11 - SENIORITY LISTS

a) Seniority shall not be affected by the race, color, creed, sex, marital status, dependents, national origin, political affiliation or Union membership of the employee.

b) Seniority lists on the date of this agreement will show the names, job titles and date of hire of all employees in the unit according to seniority by classification.

c) The Employer will keep a seniority list of all employees covered by this Agreement, by department, up-to-date at all times and will provide the local Union secretary with up-to-date copies February 1 and September 1 of each year.

d) In the event that two employees have the same date of hire, the employee with the lowest employee payroll number shall have seniority.

ARTICLE 12 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

a) He/she quits.

b) He/she discharged and the discharge is not reversed through the procedure set forth in this agreement.

c) He/she does not return to work when recalled from lay-off as set forth in the recall procedure.

d) He/she retires.

e) Seniority does not accumulate during absence without pay. Seniority already accumulated prior to leave without pay will remain but not increase during leave without pay. An employee not working because of a job related accident covered by Worker's Compensation will continue to accrue benefits during the period covered by Worker's Compensation.

ARTICLE 13 – SENIORITY FOR SHIFT PREFERENCE

a) Shift preference will be granted on the basis of seniority within a classification, provided that the employee meets the job qualifications. Transfer to the desired shift will be effective within one (1) week following the posting of the shift changes, if a vacancy exists.

b) Highway winter night shift employees who last worked night shifts shall have seniority over other employees if they volunteer for the right shift by October 15 in each year. Any jobs held by employees drafted in the previous year shall be re-bid annually.

ARTICLE 14 - SENIORITY FOR STEWARDS

Notwithstanding his/her position on the seniority list, a steward shall, in the event of a lay-off of any type, be continued at work as long as there is a job in his/her classification available for which he/she is qualified; he/she shall be returned to work in the event of a lay-off on the first open job in his/ her classification.

ARTICLE 15 - SENIORITY FOR OFFICERS

Notwithstanding their positions on the seniority list, the President, Vice-President, Financial Secretary and Recording Secretary, and the three (3) duly elected or appointed Unit Chairmen of the Union shall, in the event of a lay-off of any type, be continued at work as long as there is a job in his/her classification for which he/she is qualified; he/she shall be returned to work in the event of a lay-off on the first open job in his/her classification.

ARTICLE 16 - UNION REPRESENTATION

a) It is agreed that within the Highway, there shall be a steward for each of several various groups as follows: Labor, Garage, Light Equipment Operators, Medium Equipment Operators, and Heavy Equipment Operators.

b) It is agreed that there shall be one (1) steward for each park location, one (1) steward at the Courthouse, one (1) steward at the sanitary landfill operation and one (1) steward at the Maintenance Shop.

c) A list of such stewards shall be furnished to the Public Employer by the Union, said list to be certified by the Union President, and a new list, certified by the Union President, shall be furnished to the Public Employer each time there is a new steward or stewards named.

ARTICLE 17 - PROMOTION & FILLING OF VACANCIES (NON-COMPETITIVE AND LABOR CLASSIFICATION)

a) The term promotion means the advance of an employee to a higher paying position.

b) Whenever a new position or a vacancy occurs, such position or vacancy shall be posted on all bulletin boards for a period of fourteen (14) consecutive days, stating the job title, pay rate and necessary qualifications for the job. An employee shall apply in writing for such new position or vacancy by submitting an application to Department Head or designee as stated on job posting. The position shall be filled by the Public Employer within thirty (30) days from the date the new classification or vacancy occurred from among employees who have made such application and who are qualified, except that where more than one employee qualifies for the same position, departmental seniority shall be the determining factor in making the selection.

c) Any employee selected in accordance with the provisions set forth in the above shall undergo a trial period of a minimum of twenty (20) days to determine if he/she is capable of carrying out the responsibilities of the new position. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the trial period, then such employee shall be

restored to his/her former position.

d) The provisions of this Article shall apply only to the non-competitive and labor classifications of the Civil Service.

e) A notice listing those employees selected for the position shall be posted by the Public Employer on all bulletin boards within three (3) work days of selection and be posted at least ten (10) work days.

f) It shall be the policy of the Public Employer to promote to supervisory positions insofar as possible from the ranks of the employees, dependent on qualifications.

g) The Union shall be notified by the Employer in writing within five (5) workdays upon any job vacancies occurring by reason of resignation, retirement or "just cause" discharge. The Employer also agrees to notify the Union of new employees hired (in job titles covered by this bargaining unit), their job classification, home addresses, and whether their employment is on a permanent, provisional, or temporary basis.

h) Vacancies occurring in the individual units covered under this Labor Agreement (Highway, Landfill, Buildings and Grounds, and Parks and Recreation Department) are to be handled as established under the appropriate articles of this contract. Interdepartmental bidding has not, in the past, and is not now, a right of the individual employees covered by this Agreement. Jobs posted in each individual unit are eligible for the bidding process only by those employees currently employed in those units. Employees in other units may, upon learning of the vacancies, make an application for consideration for the position, but are not eligible to participate in the bidding process and have no rights thereunder.

Should the posted vacancy not be filled by the bidding process as outlined herein, employees from other units may be considered on the same basis as any other applicant for the position. The transfer of seniority and longevity rights shall be only for the purposes of vacation accumulation, sick leave accumulation, and pension and health insurance benefits. Longevity accrued in another unit within the Local is not applicable as a seniority benefit in the new position, thus awarded.

ARTICLE 18 – LAY-OFFS

a) The word "lay-off" means a reduction in the working force.

b) In the event the Employer plans to lay-off employees for any reason, the Public Employer shall meet with the Union to review such anticipated lay-off at least ten (10) days prior to the dates of such action to be taken unless the action to be taken is beyond the control of the department head. If it becomes necessary for a lay-off, temporary, seasonal and probationary employees will be laid off first, except employees in higher classifications on probationary status who have been promoted from lower classifications. Employees shall be laid off in inverse order of their County seniority.

c) Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of lay-off. The Public Employer shall promptly notify the Union Secretary of the employees laid off by mailing a list of same to his/her home address. The Union will provide the Public Employer with the current home address of the Union Secretary

throughout the term of this agreement.

d) When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her County seniority right to bump or replace an employee with less County seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower paying job classification, providing the bumping employee has greater seniority and has previously held the job title or its equivalent than the employee whom he/she bumps.

e) Any employee eligible for health insurance under this agreement who is laid off shall be provided an additional three (3) months of coverage as provided under Article 35 (Health Benefits).

ARTICLE 19 - RECALL PROCEDURE

a) When the working force is increased after a lay-off, employees will be recalled according to their County seniority provided they meet the qualifications by classification of the available jobs. Notice of recall shall be sent to the employee at his/her last known address, by registered mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered having voluntarily terminated his/her employment. Recall rights for an employee shall expire four (4) years from the date of lay-off.

b) No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled. This section shall apply only if those employees still on lay-off status meet the qualifications of the jobs being filled.

ARTICLE 20 - TRANSFER AND FILLING OF TEMPORARY VACANCIES (NON-COMPETITIVE AND LABOR CLASSIFICATIONS ONLY)

a) If an employee is transferred to a position under the Public Employer not included in the negotiating unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

b) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Public Employer, provided he/she meets the requirements of such job.

c) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The applications shall state the reason for the requested transfer.

d) Employees requesting transfers shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

e) In the event of temporary job vacancies, seniority shall prevail in the selection of

employees to fill the temporary vacancies, provided they are qualified.

f) Whenever an employee is assigned to fill a temporary vacancy for an accumulated period in excess of thirty (30) work days, not necessarily consecutive, he/she shall be paid the wage rate established for the position, or his/her own rate, whichever is higher, beginning on the 31st day.

g) Any time an employee is assigned to work out of classification in a higher classification, including the thirty (30) days to qualify for payment of the higher rate, shall be counted as experience for purposes of meeting time requirements in the job specification.

ARTICLE 21 - PROMOTION AND FILLING OF VACANCIES (COMPETITIVE CLASSIFICATION)

a) It is understood and agreed that whenever examinations are requested of the Department of Civil Service for the purpose of establishing a Civil Service Eligibility List of persons to be considered for filling positions coming under the scope of the New York State Civil Service Law and covered by this agreement, the Employer shall request that a promotional list of eligibility be established.

b) Wherever a job opening in the competitive Civil Service job classification, the normal procedure for the selection of candidates from an appropriate Civil Service Eligibility List shall apply, except:

1. That candidates on established promotional lists shall be given preference before any consideration may be given to names appearing on the open competitive list.

2. That selections from the promotional list shall be made until the entire list of names is exhausted before any consideration may be given to the names appearing on an open competitive list.

3. That the selection shall be made from among the three highest scorers on the promotional list; the list shall continue until all selections are made.

ARTICLE 22 - DEPARTMENTAL WORK RULES

Only the departmental work rules listed in this Agreement shall remain in full force and effect during the term of this Agreement. Any changes in any other work rules shall become effective after consultation between the Union and the County representative. All new rules or changes in existing rules shall be posted on all bulletin boards for a period of at least one-week before taking effect. Employees who are required to hold a license to perform their job, and who lose that license, shall report the loss of the license to their supervisor immediately. If the loss of license is for one year or less, the employee shall be assigned to appropriate work and reduced .50¢ per hour in pay for all work hours (including paid time off) served without the license.

ARTICLE 23 - LEAVE OF ABSENCE FOR RESERVE TRAINING

Employees in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days' pay when they are engaged in normal reserve training periods, providing a proof of service is submitted. If such an employee is required to serve more than thirty (30) days, the Public Employer shall grant the employee any additional time required with

loss of pay or shall allow the employee to use compensatory or vacation time.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

a) Application for leave of absence without pay, for any of the reasons cited in this Article, shall be filed by the employee, on prescribed forms, with the department head. Such application shall state the reasons and duration for the requested leave, and shall have specific documentation attached. (If the reason for the leave is considered to be personal, confidential, and possibly prejudicial to the employee, the leave may be sent directly to the Personnel Department.) If approved by the department head, the application shall be submitted to the Personnel Department, and leave of absence shall be granted only when finally approved by the Personnel Committee of the County Legislature. Every leave of absence approved by the department head shall be promptly submitted to the Personnel Department.

b) When an employee has exhausted all of his/her sick and vacation leave credits, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the department head may grant leave of absence without pay for a period not to exceed one (1) year, subject to the approval of the Personnel Officer.

c) Upon approval of the Personnel Committee, permanent employees may be granted leave of absence without pay for a period of up to one (1) year for the purpose of acquiring additional education and training.

d) Leave of absence without pay may be granted by the Personnel Committee to a permanent employee in the competitive, non-competitive and labor classifications to enable such employee to serve temporarily or provisionally in a position in the competitive class, or in a trial period of a new or higher position for which the employee has been selected.

e) Leave of absence without pay, for reasons other than those cited in this Article, shall be granted by the department head only in unusual circumstances which, in the judgment of the department head, justifies the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Personnel Department, and the granting of such leave shall be subject to the approval of the Personnel Committee.

f) Broome County recognizes the Family Medical Leave Act of 1993, which provides up to 12 weeks of unpaid leave in a 12 month period for qualifying employees. The FMLA allows employers to require employees to use their paid leave off as part or all of the 12 weeks of leave time. The reasons a person may qualify for leave under the FMLA are:

- To care for the employee's newborn baby
- Because of the adoption or foster care placement of a child with the employee
- To care for the employee's spouse, child or parent who has a serious health condition
- Because of the employee's own serious health conditions

g) Employees on medical leave of absence, collecting one-half sick pay or workers' compensation shall not be employed by another employer in the same or similar

capacity as their County duties. Employees who violate this provision shall be subject to discipline pursuant to Article 8 of the Agreement.

ARTICLE 25 - LEAVE FOR UNION BUSINESS

Leave will be granted to any Union member duly elected or a Union member duly appointed by the Union President to attend functions of the Council and/ or International Union, such as conventions or educational conferences, without loss of pay. The paid leave herein provided in this Article shall not exceed a total of twelve (12) employee days per year for all employees in AFSCME, Local 1912, covered by this Agreement, to attend such meetings; however, an additional eight (8) employee days per year may be utilized by any Union officer who shall be granted additional paid leave (total for all officers will not exceed eight (8) days annually) upon submission of the proper travel authorization requests. Written notice of such leave, certified by the President of the local Union, must be presented to the department head at least five (5) working days prior to the requested leave time. The twelve (12) days herein provided shall include travel time.

ARTICLE 26 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Public Employer agrees that during working hours, on the Public Employer's premises, and without loss of pay, Union Stewards and proper designated Union representatives shall be allowed to within reason:

* Investigate and process grievances.
* Post Union notices (as described in Article 33) within five minutes of quitting time.
* Attend negotiating meetings.
* Transmit communications authorized by the Union or its officers to the Public Employer or his/her representatives, and
*Consult with the Public Employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 27 - SICK LEAVE

a) After completion of one (1) month of continuous service, any employee covered by this agreement will be entitled to accumulated sick leave from the date of his/her employment. It shall apply to temporary employees without permanent status only after completion of six (6) months of continuous service.

b) A credit for sick leave shall be allowed at the rate of one (1) working day per month for each month of service to the Public Employer. No credit for sick leave shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month. Such accumulation per employee shall be unlimited; however, the application of such unused accumulation, for the purposes of Section 41j of the New York State Employees Retirement System shall not exceed 165 days.

c) Sick leave with pay shall be granted in accordance with this Article by a department head to an employee when incapacitated or unable to perform the duties of his position by reason of:

1. Sickness or injuries.
2. Serious illness in the employee's immediate family, requiring care and attendance of employee, not to exceed twenty (20) days in any one year.
3. Quarantine regulations.
4. Medical or dental visits.

The term "immediate family" shall include spouse, mother, father, children who live at home, or any relative who is an actual member of the employee's household.

d) 1. Highway and Buildings and Grounds- When absence is required under this Article, the employee shall report the same to the department head within one-half (½) hour before starting time. In case of failure to report within one-half (½) hour before starting time with reasons satisfactory to the department head, the absence shall not be deductible from sick leave but shall be considered as time off without pay.

2. Landfill and Parks Department - When absence is required under this Article, the employee shall report the same to his supervisor within one-quarter (1/4) hour after starting time. In case of failure to report within one-quarter (1/4) hour after starting time with reasons satisfactory to the supervisor, the absence shall not be deductible from sick leave, but shall be considered as time off without pay.

e) Before absence for personal illness may be charged against accumulated sick leave credits, the Public Employer shall require, after three (3) consecutive days of such absence, proof of illness as may be satisfactory to it, or may require the employee to be examined at the expense of the Public Employer by a physician designated by it. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon report of medical examination, the Public Employer finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave shall be cause for disciplinary action. In addition, an employee who, in any one (1) calendar year, uses **seven (7)** or more - one (1) or two (2) illness days - for sick leave, may be required to submit proof of illness satisfactory to the Employer for each individual sick leave day taken thereof.

f) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

g) 1. Sick time may be figured on a minimum of one (1) hour basis.

2. Full-time employees working a 40-hour work week shall accrue sick leave in an amount equal to 8 hours/month.

3. Full-time employees will charge sick leave in the amount actually taken. (i.e. An employee who works an 8 hour day and takes one sick day will be charged with 8 hours sick time. An employee who works a 10 hour day and takes one sick day will be charged with 10 hours sick time.)

h) If, in any one (1) calendar year, an employee covered by this agreement calls in sick on the day immediately preceding or the day immediately following a legal holiday, he/she may henceforth be required to submit proof of illness satisfactory to the Employer in order to be paid for any day preceding or following a holiday during the next twelve (12) months.

i) Employees shall, in accordance with Section 41j of the New York State Career Retirement Law, be permitted to apply up to 165 days of the accumulated unused sick leave credits when they are permanently separated from employment as a result of their retirement. Upon retirement or separation for other than just cause, the employee shall be paid for those sick days accumulated in excess of 165 days.

j) Extended leave at one-half pay shall be authorized after sick leave accruals and unused vacation days have been exhausted with approval of the department head and Personnel Officer. Such leave shall be granted only on the basis of a doctor's certificate clearly stating the nature and expected length of the disability, said doctor's certificate to be filed with the department head within one week (7 days) of the employee being notified by the doctor of his/her disability. The extended sick leave will be retroactive to the date of eligibility.

In cases where the County has reason to doubt the validity or degree of disability, the employee shall be examined by a County chosen physician. If the County appointed physician doubts the findings of the employee's physician, then a third independent physician shall be selected by the first two physicians. The findings of the third physician shall be binding on the parties.

If the two physicians cannot initially agree to a third physician, then they shall be mandated to make a selection from a list submitted by the Broome County Medical Society, Inc. The list submitted by the Society shall contain at least three (3) names of the appropriate specialization.

k) Eligibility: Extended sick leave at one-half pay shall be granted to employees with a minimum of three (3) years of continuous service.

l) Allowances:

1. Employees with three (3) years of continuous service - one (1) calendar month of one-half pay sick leave.

2. Employees with four (4) to six (6) years of continuous service - two (2) calendar months of one-half pay sick leave.

3. Employees with seven (7) to ten (10) years of continuous service - three (3) calendar months of one-half pay sick leave.

4. Employees with over ten (10) years of continuous service - four (4) calendar months of one- half pay sick leave.

5. Service shall be understood to be County seniority as defined in Articles 10, 11, and 12.

m) Additional eligibility:

1. After an employee has used the full one-half pay sick leave benefit, the employee shall not be entitled to any additional one-half pay sick leave benefits until the employee has completed one (1) year of continuous service from the last day on which he/she was granted one-half pay for sick leave.

2. Allowances under paragraph (m) shall be in accordance with those under paragraph (l) allowances.

n) Employees shall receive the following fringe benefits while on one-half pay sick leave: pension, insurance plan and holidays. It is further understood that holidays shall be paid at one-half pay under this Article.

o) If an employee is ill for a prolonged period and uses all his/her paid leave credits, including those allowances under the Article; the employee shall be granted a Temporary Non-Payroll Status not to exceed ninety (90) additional calendar days for such extended illness. The employee shall receive the following fringe benefits while on said Temporary Non-Payroll Status: pension rights, health insurance plan, and life insurance.

p) The employee shall present to the Employer, within one (1) calendar week of request for Temporary Non Payroll Status (extended sick leave) benefits, a doctor's certificate setting forth the nature of extended illness and estimated duration of such extended illness.

In cases where the County has reason to doubt the validity or degree of disability, the employee shall be examined by a County chosen physician. If the County appointed physician doubts the findings of the employee's physician, then a third independent physician shall be selected by the first two physicians. The findings of the third physician shall be binding on the parties.

If the two physicians cannot initially agree to a third physician, then they shall be mandated to make a selection from a list submitted by the Broome County Medical Society, Inc. The list submitted by the Society shall contain at least three (3) names of the appropriate specialization.

q) An employee, in accordance with allowances as set forth in paragraph (o) above, is entitled to only one (1) Temporary Non-Payroll Status (extended sick leave) not to exceed ninety (90) calendar days during each four (4) years of continuous service.

r) Employees required to furnish doctor's statements in order to be paid shall furnish same within two (2) days after return to work, or they will not be paid.

s) An employee assigned to a higher job classification for a period of thirty (30) consecutive working days shall receive paid sick leave at the rate of the classification which he/she is assigned.

t) In the event that an employee uses the equivalent of three or fewer sick days (24 hours) in a calendar year, he or she shall receive a payment of $300. **However, in the event that such employee uses the equivalent of one or less sick days (8 hours) in a calendar year, the employee shall receive a payment of $400 except where such employee uses the equivalent of four (4) hours or less in a calendar year in which case the employee shall receive a payment of $500.** Such payment shall be made as

soon as practical in the following calendar year.

u) Employees may receive payment for up to a maximum of five (5) days of accrued sick leave upon layoff from County employment.

ARTICLE 28 - BEREAVEMENT LEAVE

a) The Public Employer agrees to grant a bereavement leave in the event of a death in the immediate family of an employee covered by this agreement. The employee shall be entitled, when such leave is so required, to the next three (3) scheduled days with regular pay and, if out of town, any additional travel time which the Public Employer may, in its discretion deem necessary and proper, to arrange for or attend the funeral and burial. The immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law, of the employee.

At the discretion of the County Executive and with his/her written consent, an employee may be granted over the 3 actual days depending on the circumstances of said bereavement leave. In the event the funeral falls beyond the 3 day bereavement leave period, the employee will be eligible for an additional bereavement day on the day of the funeral, to attend the funeral.

b) One (1) day with regular pay (if applicable) will be allowed for brother-in-law, sister-in-law, grandparent of the employee's spouse and an employee's relative who is a permanent resident in the household of the employee.

c) The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time.

d) The Employer agrees to grant a bereavement leave of one (1) day to an employee in the event of the death of an aunt or uncle of the employee.

e) An employee assigned to a higher job classification for a period of thirty (30) consecutive working days shall receive bereavement leave at the rate of the classification to which he/she is assigned.

ARTICLE 29 - LONGEVITY SERVICE PAY

a) Each employee covered by this Agreement shall receive longevity pay each year as follows:

Years of Service	Payment
6 - 9	$ 450.
10 - 14	1,050.
15 - 19	1,200.
20 - 24	1,500.
25 - 29	1,600.
30 +	1,900.

b) Payment shall be made, as close to November 1, of each year as is possible. The

payment shall be made in a regular paycheck, and a payroll factor will be used for tax purposes.

c) Payments made in November shall be for the appropriate years of service attained during that calendar year, e.g., an employee who completes their tenth year of service in July, 20**10** shall be paid **$1,050** in November of 20**10**.

d) Employees who leave the service of the County, after the completion of the necessary amount of years, but before payment is made shall receive their longevity payment for the completion of years and a pro-rated amount of longevity for those months worked in addition.

For example, an employee with a January 2, **2000** longevity date decides to retire on September 2, **2010.** As of September 2, **2010** he/she will have had ten years and eight months of longevity service. In his or her final paycheck they would receive **$1,050** for the completion of ten years service plus 8/12's of **$1,050** for the 11th year.

ARTICLE 30 - WORKING HOURS AND WORK WEEK

A. Highway:

The regular hours of work shall be eight (8) consecutive hours (6:30 a.m. to 3:00 p.m., with the exception of the Stores Clerk whose hours shall be between 6:00 a.m. and 3:00 p.m., and the Equipment Mechanic I whose hours shall be from 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m., and such other exceptions as may be mutually agreed upon by the Union and the County) with one-half (½) hour off for lunch. Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours in excess of forty (40) hours per week.

Highway Winter Schedule

3:00 p.m. to 11:30 p.m. - ½ hour for lunch. Monday through Friday and Saturday through Wednesday shifts.

Winter night shift schedule will start with the pay period nearest the beginning of November (no earlier than November 1st) **and end with the pay period nearest mid-April. When posted, dates certain will be stated and not subject to change.**

Vacancies shall be filled by the regular bidding procedures by seniority except where such vacancies cannot be filled in which case selections will be made by the Department Head by inverse order of seniority.

B. Buildings and Grounds

The regular hours of work and work shifts for this unit shall be as follows:

Janitors	6:30 a.m. to 3:00 p.m. or 6:00 a.m. to 2:30 p.m. 3:00 p.m. to 11:30 p.m. or 3:30 p.m. to midnight **11:00 p.m. to 7:30 a.m.**
Maintenance Section	7:30 a.m. to 4:00 p.m.

Those assigned to HVAC will work the following hours:

2 at 6:30 a.m. to 3:00 p.m.
1 at 7:30 a.m. to 4:00 p.m.
(rotating schedule)

Overtime shall be paid at a rate of time and one-half (1/1/2) for all hours in excess of forty (40) hours per week.

C. Parks Department:

1) The regular hours of work for this unit shall be from 7:00 a.m. to 3:30 p.m. with forty minutes off for meals, a ten-minute break in the morning, and no break in the afternoon. **Upon approval of the Park Manager and Deputy Commissioner, Park Technicians may work ten (10) hour work days between Memorial Day through Labor Day.**

Employees at Greenwood Park will work 8 a.m.-4:30 p.m. whenever cross-country ski programs are open and operating.

2) The regular days of work for this unit shall be Monday through Friday, except for the "split crews" during the period that begins with the pay period that includes Memorial Day weekend and ends with the Labor Day weekend. Employees on such "split crews" will receive a consecutive Saturday and Sunday off every other week, at least one (1) day off in alternating weeks and, in addition, receive overtime pay for any hours worked in excess of forty (40) in one week.

3) The Sr. Park Technician at Otsiningo Park will work, **8 hour days, Saturday and Sunday, every other weekend** beginning with the last weekend in April and ending on Columbus Day weekend in October. **The Sr. Park Technician at Otsiningo Park working the weekends during this period will receive 2 work days (16 hours) off during the preceding week. All other** Otsiningo Park personnel, working weekends during this period, will receive one weekday (8 hours) off during the preceding week in exchange for working 4 hours Saturday and 4 hours Sunday during the same week. The weekend schedule will be established prior to the last weekend in April.

4) **Personnel assigned to the Broome County Veterans Memorial Arena schedules begin on or about October 1st or at the beginning of hockey season and end after the hockey season, which is approximately the end of April.**

Vacancies shall be filled by the regular bidding procedures by seniority except where such vacancies cannot be filled in which case selections will be made by the Department Head by inverse order of seniority.

Hours of work at the Arena during hockey season:

Schedule A	Monday-Friday	7:00 a.m. to 3:30 p.m.
Schedule B	**Thursday-Monday**	**7:00 a.m. to 3:30 p.m.**
Schedule C	Thursday-Monday	3:00 p.m. to 11:30 p.m.
Schedule D	**Saturday, Sunday, Monday**	**7:00 a.m. to 3:30 p.m.**
	Tuesday, Wednesday	**3:00 p.m. to 11:30 p.m.**
Schedule E	**Wednesday- Sunday**	**3:00 p.m. to 11:30 p.m.**

Park Department employees as of September 1, 2003 shall not be assigned to work Schedule B or Schedule C. In the event staffing levels at the Arena decrease from the October 2009 levels, the parties agree to meet and discuss the Arena staffing requirements.

5) The County will attempt to continue its present annual work schedule in the Department of Parks and Recreation. If a change in the present annual work schedule is required by reason of additional programming or changes within the department, the County will consult with the Union prior to implementing any such change.

D. Solid Waste Management:

1. The regular hours of work for this division shall be forty (40) hours per week (8 consecutive hours between 6:00 a.m. and 5:00 p.m.) with one-half (½) hour off for lunch. Overtime shall be paid at the rate of time and one-half (1 ½) for all hours in excess of forty (40) hours per week.

2. Landfill operators regularly assigned at a permanent base will be paid mileage to and from any other landfill operation when assigned to work there at the current IRS mileage rate.

E. General:

1. When the nature of the work requires that a seven (7) day weekly work schedule be maintained, such work schedule will be determined by mutual agreement between the parties.

2. All employees shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time.

3. Work schedules shown in the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

4. Except for emergency situations, work shift schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Public Employer.

5. The Public Employer shall maintain and make available to the employees a daily record showing the time worked by each employee.

6. In the event of a public transportation breakdown, severe storms, floods, or acts of God, and similar occurrences, an employee's failure to report to work or an employee's reporting to work after his/her scheduled starting time will be excused.

7. Work schedules shall provide for at least a ten (10) minute rest period during each one-half shift. The rest period shall be scheduled at or near the middle of each one-half shift whenever this is feasible and at the direction of the supervisor or foreman in charge.

8. Employees who, for any reason, work beyond the regular quitting time into the next shift, shall receive at least a ten (10) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

9. Employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

10. All employees who work the second and third shift shall receive in addition to their regular pay for the period, fifty cents ($0.50) per hour for second shift and fifty-five cents ($0.55) per hour for third shift. This section shall not apply to emergency call outs.

11. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 12 noon. The second shift is any shift that regularly starts on or after 12 noon but before 7:00 p.m.

12. When an employee is absent without authorized leave for a period of five (5) work days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of the absence. The failure of an employee to return to his/her position within five (5) work days following the expiration of a leave of absence, or extension thereof, shall constitute a resignation which, for purposes of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an employee or his/her failure to return to his/her position upon the expiration of an authorized leave of absence and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.

13. Proposed schedule changes will not be unreasonably withheld.

ARTICLE 31 – HOLIDAYS

a) The day prescribed by law, and designated by the Personnel Office for the observation of observance of New Year's Day, Martin Luther King, Jr's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day shall be observed as holidays.

Floating holidays will be observed as follows:

Day after Thanksgiving and Veteran's Day – Floating holidays for Solid Waste Management/Landfill only.

Lincoln's Birthday, Washington's Birthday and Martin Luther King Jr.'s Birthday are floating holidays for all employees.

Election Day and Columbus Day are floating holidays for all except the Highway which will celebrate each as a holiday.

In the Highway, floating holidays and two vacation days per annum shall be granted at the time requested by the employee provided the employee requests such day(s) by the conclusion of his/her preceding day's shift. In the event of an emergency, floating holidays shall be granted without prior notice.

With the exception of the Highway floating holidays shall be granted only at such time as work of the department will permit. Employees shall not be allowed to carry-over the time off from year to year, but they shall use the day during the current year.

b) When the holiday falls on a Sunday, the Monday following shall be observed as the holiday; when the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

c) All work required to be performed on any of the above listed holidays shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay in addition to his/her regular holiday for that day.

d) If a holiday falls within an employee's vacation period, the employee shall be granted an extra day off of vacation for the holiday.

e) Any employee who is required to work on a holiday which he/she was not regularly scheduled to work, shall receive time and one-half (1-1/2) pay in addition to the holiday pay.

f) An employee assigned to a higher job classification for a period of thirty (30) consecutive working days shall receive paid holiday time at the rate of the classification to which he/she is assigned.

ARTICLE 32 - VACATIONS

a) Employees covered by this Agreement shall earn vacation as follows:

Employees with less than one (1) year of service as of January 1st shall receive one day per month of service as vacation.

Employees with one (1) year of service but less than five (5) years of service as of January 1st shall receive thirteen (13) days of vacation.

Employees with five (5) years of service but less than sixteen (16) years of service as of

January 1st shall receive eighteen (18) days of vacation.

Employees with sixteen (16) years of service as of January 1st shall receive nineteen (19) days of vacation.

Employees with seventeen (17) years of service as of January 1st shall receive twenty (20) days of vacation.

Employees with eighteen (18) years of service as of January 1st shall receive twenty-one (21) days of vacation.

Employees with nineteen (19) years of service as of January 1st shall receive twenty-two (22) days of vacation.

Employees with twenty (20) years of service but, less than twenty-five (25) years of service, as of January 1st shall receive twenty-three (23) days of vacation.

Employees with twenty-five (25) years or more of service as of January 1st shall receive twenty-five (25) days of vacation.

The above years of service shall be understood to be County seniority as defined in Articles 9, 10, and 11.

b) The vacation year shall run from January 1, through and including December 31. vacation earned in one year is available to be taken in the following year.

1) An employee who has completed one (1) year of continuous full-time service shall be entitled each year to a carryover of five (5) days only of accrued vacation. After five (5) years of continuous full-time service an employee shall be entitled to a carryover of **fifteen (15)** days only of accrued vacation.

2) Money for accrued vacation (including vacation earned but not yet received) shall be paid to an employee upon his/her resignation or retirement or to the estate or beneficiary of a deceased employee in the event of his/her death.

3) Vacation shall be granted only at such time as work of the department will permit. Vacation schedules for each department shall be arranged by May of each year. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of the year when such vacation may be taken, then employees with the greatest title seniority, within a classification, shall be given preference.

4) In the Parks Department, starting **May 1** of each year through Labor Day, only one **employee** from each park shall be on vacation at any one time and only **six (6) days (vacation and/or floating holidays) off** will be allowed during this period except where extenuating circumstances demand additional time.

Personnel assigned to work the Arena during the winter months may be excluded from these limitations and will be allowed to use vacation time during May 1 through Labor Day subject to the needs of the department with supervisory approval.

5) So far as practicable, all earned vacation shall be taken prior to transfer, but where not taken, the employee shall receive any earned vacation due him/her in the department to which he/she is transferred.

6) An employee assigned to a higher job classification for a period of thirty (30) consecutive working days shall receive paid vacation leave at the rate of the classification to which he/she is assigned.

7) Employees whose seniority date falls within the vacation year shall receive the additional vacation due them, per the schedule. e.g., as of January 1, employee X has 4 years and 6 months of seniority, on January 1, he/she will receive 12 vacation days, and on July 1 (seniority date) will receive five (5) additional days.

8) Full-time employees working a 40 hour workweek shall accrue vacation time in an amount equal to 8 hours/work day. Full-time employees will be charged vacation in an amount equal to the number of hours actually taken (i.e. an employee who works an 8-hour day and takes one-day vacation will be charged 8 hours. An employee who works a 10 hour day and takes one-day vacation will be charged 10 hours).

ARTICLE 33 - UNION BULLETIN BOARDS

The Union agrees to not post any material which is profane or derogatory to any individual, or post any political material issued by an individual, or by a candidate for public office, or issued by a political party. The above referenced political material shall not be posted on any County property. It is understood and agreed that any materials published by either AFSCME International or New York Council 66 shall continue to be posted by the Union.

ARTICLE 34 - SAFETY COMMITTEE

A Safety Committee of Union and Employer representatives shall meet twice a year, in April and October, at a mutually convenient time during the regular day time working hours, for the purposes of considering steps to be taken by the Employer to insure the safety of the employees. A meeting of this committee may be called any time the President of the Local and the representative of the County mutually agree that an immediate situation has arisen which requires immediate action.

ARTICLE 35 - HEALTH BENEFITS

a) The Public Employer agrees to provide health insurance benefits at a level equivalent to or greater than those formerly provided by the State-wide Blue Cross-Blue Shield Plan plus the Metropolitan Major Medical Option. The County is to pay 85% of the premium for the employee and 85% of the premium of the dependent coverage. **Effective January 1, 2012 the County is to pay 83% of the premium for the employee and 83% of the premium for dependent coverage. Effective January 1, 2013 the County is to pay 81% of the premium for the employee and 81% for dependent coverage. Effective January 1, 2014 the County is to pay 80% of the premium for**

the employee and 80% for dependent coverage.

When the New York State Health Insurance Plan providing comparable health insurance coverage becomes more cost effective for Broome County than the current self-insured plans, the Union and the County agree to negotiate possible changes to the proposed plan.

All new employees hired subsequent to January 1, 2010 will be eligible for medical insurance coverage in the Broome County RMSCO Advantage Plan only. The employees electing to enroll in this Plan will be offered an opportunity to switch into another health plan offering, if desired, at a subsequent open enrollment period following at least one year of enrollment in the Advantage Plan. Employees hired prior to January 1, 2010 may elect to enroll in the Advantage Plan beginning January 1, 2010. Those employees electing coverage under the Advantage Plan will have a one-time opportunity to switch back into another health plan offering at a subsequent open enrollment period following at least one year of coverage under the Advantage Plan. In the event an employee opted out of the Advantage Plan the employee may subsequently opt back into the Advantage Plan during a future open enrollment period. However, the employee will not be able to opt out of the Advantage Plan again.

b) The employee's share of the cost for dependent coverage under hospitalization and medical insurance plan will be for a waiver period of up to one (1) year in cases where an employee has exhausted all paid leave benefits provided that the employee's inability to work is substantiated by the attending physician.

c) An employee covered by this Agreement who retires under the New York State Retirement System after five (5) years' service shall enjoy the continuation of the health insurance benefits then in effect under this Agreement for the employee and spouse.

d) Effective January 1, 1984, employees will need ten (10) years of service to obtain health insurance. Current employees, hired previous to January 1, 1984, who were hired at age 53 or above shall not lose the five (5) year benefit.

e) The health plan shall be modified to provide pre-admission certification, and to change the prescription rider as follows:

Effective January 1, 2007:

Generic Prescription-	$10
Brand Name Prescription-	$15
Brand when Generic is Available-	$25
Mail Order Prescription-	2 Co-Pays For a 3 Month Supply

Filled Prescriptions limited to a 30 day supply (with the exception of mail order)

The prescription card co-pay levels shall change on January 1, 2011 as follows:

	Retail Co-Pay	Mail Order*
Generic RX	**$5 per prescription -**	**$10**
Formulary Brand RX	**$20 per prescription-**	**$40**
Non-formulary RX	**$35 per prescription -**	**$70**

***-Mail Order – 90 Day Supply**

f) Health insurance deductibles will be $125 per individual and $250 per family.

g) The major medical limits of the Broome County Health Plan shall be $250,000/year and $1,000,000/lifetime.

h) An advisory committee will be established with goals of reducing future escalation of health care costs. AFSCME 1912 will be represented on such committee. Any savings realized through the efforts of this committee will be shared with the parties. This agreement may be re-opened to negotiate desired changes to the plan as the result of the County and Union's efforts.

ARTICLE 36 - WORKERS' COMPENSATION

a) An employee injured in the line of duty, who is entitled to sick leave, may elect to use his/her sick leave in lieu of receiving benefits under the Workers' Compensation Law of the State of New York for the period to which he/she is entitled to the sick leave. After the period of sick leave is used up, said employee shall receive Workers' Compensation benefits if still disabled. The department head of any employee who used sick leave benefits in lieu of Workers' Compensation benefits, shall submit a written request to the Workers' Compensation Board, requesting that the department of the County of Broome be reimbursed at the compensation rate for the period of sick leave used by the employee out of any award which may be made by the Workers' Compensation Board.

b) Upon receipt by the County of Broome of the reimbursement of the Workers' Compensation award, there shall be restored to the employee sick leave time, which shall be equivalent to the value of the wages reimbursed to the County of Broome.

ARTICLE 37 - LIFE INSURANCE COVERAGE

a) Any employee covered by this Agreement whose annual salary exceeds $2,000 and who appears on a regular County salary budget line item, or who works a minimum of twenty (20) hours per week and whose salary appears on a regular County salary line item, shall be entitled for coverage for an amount of $5,000 in the Broome County Life Group.

b) Employees covered by the New York State Retirement System shall be entitled to coverage as provided in the Retirement Law.

ARTICLE 38 - PENSIONS

Employees covered under this Agreement are entitled to coverage under the Employees' Retirement System of the State of New York, subject to the current plan in effect approved by the Broome County Legislature. Coverage provided to employees under this section shall meet all the requirements of the current law governing such matters.

ARTICLE 39 - JURY DUTY AND CIVIC DUTY

a) An employee who serves on jury duty shall be paid the difference between his/her pay for jury duty and his/her regular pay.

b) Employees subpoenaed to appear before a court of other public body involving Broome County business shall be granted a leave of absence for such time without loss of time or pay.

c) Volunteer firemen and auxiliary police called to an emergency in Broome County prior to regularly scheduled work hours and ordered by the Commander of the unit to remain at their post during the regular work schedule shall be granted paid leave for those hours upon submission of a letter signed by said Commander to the supervisor of the employee.

ARTICLE 40 - OVERTIME AND STANDBY

a) All employees covered by this Agreement shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of 40 hours per week.

b) Overtime work shall be distributed equally among employees within the same title and work site, with the exception of specialized operations.

c) On each occasion, the opportunity to work overtime shall be offered to the employee with the same title and work site on a seniority rotation basis. Employees who are offered overtime work on this basis but decline (except for emergencies) shall be considered to have worked for the purpose of determining equal distribution of overtime. If the voluntary offering of overtime (as described in c) results in an insufficient number of employees to man the operation and it becomes necessary for the employer to assign overtime, the following procedure shall be used:

The first assignment by title and work site shall go to the least senior employee.

The second assignment by title and work site shall go to the second least senior employee.

This inverse rotation shall apply until the needed number of employees have been assigned, and on the next occasion the assignments shall start at the point left off from the previous occasion.

Employees may trade assignments by mutual consent and with the approval of the supervisor, as long as there is no additional cost to the employer. Such approval shall not be unreasonably withheld. Overtime lists shall be posted once every pay period.

d) Overtime work shall be voluntary except in cases of emergency. Those individuals

empowered to declare an emergency shall be the Commissioner, Deputy Commissioner, or their immediate subordinates, which include the General Foreman, Park Manager, Landfill Supervisor and the Maintenance Supervisor.

e) An employee called (not scheduled) for emergency duty, in addition to his/her regular two hours, shall receive not less than four (4) hours pay. The employee shall receive time and one-half his/her regular straight time rate of pay for the time actually worked, and, if he/she does not work four (4) hours, he/she shall receive straight time for the remaining time to the minimum of four (4) hours. This minimum shall not apply to an employee called out for emergencies while he/she is under an established standby pay arrangement. Call out pay shall not apply to situations where the work is contiguous to the employee's work shift.

f) Any employee required to work four (4) hours overtime following his/her regular full day, shall then be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour off with pay shall be granted for each four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply only to emergency overtime work, following regular working hours.

g) Supervision shall determine if an employee has worked sufficient hours after his/her regular shift to be sent home. However, under no circumstances shall an employee be sent home during his/her regularly scheduled shift without a minimum of eight (8) hours' pay.

h) Under specific order from his/her supervisor or division head, an employee may be ordered to stand by for duty for the duration of a designated eight (8) hour standby period. Employees on standby time shall be compensated at the rate of ten ($10) dollars per day, and twenty ($20) dollars for holidays. If worked, standby time, plus actual time worked, shall be paid. Work performed shall be paid at the rate of time and one-half the regular rate of pay. The provisions of Subsection (h) shall only be applicable to employees assigned to the Highway Division.

i) An employee may, at his or her option, request that overtime hours be logged as compensatory time in lieu of overtime pay. Such compensatory time is limited to a total of fifty-six (56) hours in a calendar year, except that Parks employees are limited to forty (40) hours cumulative accrual and Highway employees are limited to thirty-two (32) hours cumulative accrual in a calendar year. Employees must use their compensatory time in eight (8) hours increments, **with the exception of Parks Department employees who may use compensatory time in increments of 1 hour**, upon prior request and may only use such compensatory time as approved by management. Managers have complete discretion in allowing compensatory time to be used, however, requests shall not be unreasonably denied. Compensatory time shall be accrued at the same rate as overtime, time and one-half (1 ½), and must be used by the end of the calendar year in which it was accrued. Unused compensatory time shall be paid off in lump sum to the employee as soon as practical in the following calendar year.

ARTICLE 41 - RATES FOR NEW JOBS

a) When a new job is placed in the bargaining unit and cannot be properly placed in an existing job classification, the Public Employer or its representative will notify the Union prior to establishing the rate structure. In the event that the Union does not agree with

the proposed rate structure, it shall be subject to negotiations.

ARTICLE 42 - WAGES

a) **Retroactive to 1/1/10 employees will receive a 1% general wage increase.**
b) Effective **1/1/11** employees will receive a **2%** general wage increase.
c) Effective **1/1/12** employees will receive a **3%** general wage increase.
d) Effective **1/1/13** employees will receive a **3%** general wage increase.
e) Effective **1/1/14** employees will receive a **3%** general wage increase.
f) All HVAC Technicians who hold certification as core, Type I, Type II, Type II or Universal refrigerant transition and recovery technicians as required by the Code of Federal Regulations, or who subsequently attain such certification, shall be given fifty cents (.50) an hour in addition to their regular rate of pay.

ARTICLE 43 - SHOW-UP TIME

When an employee reports for work on his/her regular shift and is sent home for lack of work, or inclement weather, he/she shall be paid for eight (8) hours at his/her regular rate of pay to which he/she would be entitled.

ARTICLE 44 - ACCESS TO PREMISES

The Public Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives of Council 66 and/or representatives of Local 1912 to enter the premises of the Highway , Buildings and Grounds, Solid Waste Management/Landfill, and the premises of the Parks Department, for individual discussion of working with the employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees, and that permission is obtained in advance from proper supervisory personnel.

ARTICLE 45 - 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, political affiliation or for any reason whatsoever. The Union shall share equally with the Public Employer the responsibility for applying this provision of the Agreement.

b) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.

c) 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.

d) The Public Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Public Employer, or any Public Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. The Union shall not interfere with an employee not becoming a member.

ARTICLE 46 - MAINTENANCE OF BENEFITS

Any benefit presently enjoyed by employees covered by this Agreement, except those benefits which are errors or benefits granted by unauthorized personnel, will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Public Employer.

ARTICLE 47 - SPECIAL CONFERENCES

a) Special conferences for important matters will be arranged between the Union President and the Public Employer or its designated representatives upon the request of either party. Such meetings shall be between at least two (2) representatives of the Public Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance. Conferences shall be held at reasonable hours as agreed upon between the Public Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union, Council and/or a representative of the International Union.

b) The Union representatives may meet at a place designated by the Public Employer on the Public Employer's property immediately preceding a special conference to confer with Union, County or International representatives.

ARTICLE 48 - REINSTATEMENT UNDER MILITARY LAW

The re-employment rights of employees and probationary employees upon release or discharge from the armed forces will be governed by applicable laws and regulations of the State of New York.

ARTICLE 49 - DISABLED EMPLOYEES

The Public Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

ARTICLE 50 - PROTECTIVE DEVICES & CLOTHING

a) The Employer shall provide hard hats to all employees and shall also provide rain gear when emergency conditions necessitate to properly protect the employees from inclement weather. It shall be the responsibility of the employee to have such protective gear and devices with him/her at the job site.

b) The Employer shall provide uniforms and/or clothing as follows:

Parks

A three hundred and twenty-five ($325) a year clothing allowance shall be established for each full-time employee in this department. **Upon hire, a new employee will be eligible for a pro-rated uniform allowance (1/12th) for every month hired prior to the next scheduled uniform allowance issuance.** Said monies shall be available for the purchase and/or replacement of uniforms as necessary. Where winter jackets are required, they will be furnished by the employer. Such allowance to be paid in November of each year.

Solid Waste Management/Landfill
All regular full-time employees shall be provided with **three (3)** uniform changes per week paid for by the Employer. A one hundred dollar and seventy-five dollar ($175.00) clothing allowance shall be established for each full-time employee in this department.

Highway
The Employer shall continue to provide uniforms for those employees presently receiving uniforms, provide coveralls for painters and Motor Equipment operators III as needed, and have additional coveralls available for use. **Effective January 1, 2010, an annual two hundred and twenty five dollar ($225.00) clothing allowance** shall be established for permanent full-time employees.

Buildings and Grounds
An annual two hundred and seventy five dollar ($275.00) uniform allowance shall be established for permanent full time employees within the division. Uniforms shall consist of blue jeans, medium blue collared shirts, black T-shirts and dark blue sweatshirts. The vendor to provide the shirts shall be mutually agreed upon by the parties. The County shall affix the logo to the aforementioned shirts at no cost to the employee.

c) Employees shall be reimbursed for the purchase of ANSI / OSHA / PESH approved safety shoes. The reimbursement shall not exceed eighty dollars ($80) per pair for two (2) pairs per calendar year or one hundred and sixty dollars ($160) for one pair per calendar year, if the employee elects to purchase only one pair in the calendar year.

ARTICLE 51 - TOOL REIMBURSEMENT

All employees required to furnish their own tools shall be allowed tool **reimbursement** to a maximum of three hundred dollars ($300.00) per year.

ARTICLE 52 - PAY PRACTICES

The Public Employer shall furnish each employee a statement each pay period showing the employee's hourly rate of pay, the amount of hours worked, and the amount of overtime worked as soon as possible.

In the event that a bargaining unit employee receives a paycheck that is in error by fifty (50) dollars (gross) or more in his/her regular paycheck, the County shall provide first shift employees with a payroll advance for the proper amount the same day. (Second and third shift the next day). In the event of errors that amount to less than fifty (50) dollars (gross) the error shall be adjusted by the following pay day.

ARTICLE 53 - USE OF EMPLOYEE AUTOMOBILES

Employees of the Parks Department instructed and required to provide their own automobiles for transportation between park locations shall be paid the current IRS mileage rate when driving and carrying out such instructions and requirements.

When a Solid Waste Management/Landfill employee has reported to his/her normal assignment and subsequently is then sent to another landfill, he/she will be paid the current IRS mileage rate for the operation of his/her own vehicle between these two points. He/she will leave the one landfill, go to the other and work and return on that same day. If an employee is assigned to another landfill for a period in excess of one day, the County will pay the current IRS mileage rate on the difference between the mileage which he/she would normally travel to his/her normal assignment and that to the other landfill. These distances will be computed jointly by the County and the Union and will apply when employees are so assigned.

Employees of Buildings and Grounds and Highway shall also be paid the current IRS mileage rate when instructed to drive their own vehicles from one job site to another or in order to conduct business on behalf of Broome County.

ARTICLE 54 - FEDERALLY FUNDED PROGRAMS

The following is agreed to by and between the parties in the employment of personnel through the use of Federal funds:

a) The names of all employees and the date of the hire through the use of federal funds will be furnished to the Union immediately upon their being hired, so long as they are paid through funds received as the result of this program.

b) In the event of a reduction of the work force for any reason, seniority employees of their regular work force will be slotted into federally funded positions with the full agreement and understanding that federally funded hirees will be laid off before any regular seniority employee is laid off, subject to the Labor Department regulations.

c) In the event of promotions, regular seniority employees will be afforded the opportunity of promotion before consideration is given to federally funded hirees, with the understanding that, should employees of the regular work force not be accepted or not choose to be promoted, then federally funded hirees may advance into the job opportunity. This clause is effective 1/1/73.

d) In the event federally funded hirees are hired for permanent employment with the Employer, the seniority date shall be their date of employment under the federally funded program.

e) In the event of vacancies caused by promotions, transfers, retirements, death, severance or discharge, the Employer may replace any permanent employee or use in lieu of replacement of regular employees a federally funded hiree only until such time as all other regular seniority employees have had the opportunity of transferring or of promotion.

ARTICLE 55 - PARKING

The parking fee for employees required to pay for parking at County operated parking facilities will be $20/month.

ARTICLE 56 - REIMBURSEMENT

Any vouchers submitted for reimbursement must be accompanied by a receipt in order to be paid.

ARTICLE 57-REASONABLE SUSPICION TESTING

a) An employee who is reasonably suspected by a supervisor of using a prohibited drug or of the misuse of alcohol, or both, shall be administered a drug test (urine) or alcohol test (breath) or both, as appropriate. An employee is reasonably suspected of using a prohibited drug or of the misuse of alcohol, or both when one trained supervisor, who has been trained in the detection of drug use or in the detection of alcohol misuse makes specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee indicating such use, misuse, or both. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

b) Alcohol testing is authorized only if the observations stated above are made during, just preceding, or just after the period of the employee's workday or shift. When a supervisor determines that a reasonable suspicion alcohol test should be administered, the employee shall not perform or continue to perform his or her job functions until (1) an alcohol test is administered and the employee's alcohol concentration measures less than 0.02, or (2) the start of the employee's next regularly scheduled duty period, but not less than 8 hours following the determination that there is reasonable suspicion to believe that the employee has engaged in misuse of alcohol.

c) Misuse of controlled substance or alcohol on the part of an employee shall be grounds for discipline in accordance with the provisions of this Agreement.

d) "Misuse of controlled substances" shall mean any use of chemical substances prohibited by State or Federal law, or the use of a controlled substance lawfully prescribed or attained by the employee in an improper or abusive fashion.

e) "Misuse of alcohol" shall have the same meaning as found in the Broome County Department of Personnel Drug and Alcohol Testing Policy.

ARTICLE 58 - SAVINGS CLAUSE

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

b) In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 59 - LEGISLATIVE ACTION

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

ARTICLE 60 - SUCCESSORS AND ASSIGNS

It is agreed that the terms and stipulations aforesaid are to apply to and bind the successors and assigns of the respective parties hereto.

ARTICLE 61 - COMPLETE AGREEMENT

It is agreed by the parties that during the period covered by this Agreement neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement, enter into discussions relating to the terms and conditions of employment and the administration of grievances arising thereunder. If such discussions lead to an agreement, such agreement shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

ARTICLE 62 - MODIFICATION AND TERMINATION

Except as specifically provided to the contrary, this Agreement shall be effective January 1, **2010**, after ratification by members of the Union and the Broome County Legislature and continued in full force and effect until the 31st day of December, **2014**. A party shall notify the other, in writing, prior to June 1, **2014** that it wishes to modify this Agreement. In such cases, negotiations shall commence within **sixty (60)** days from such day of notification. A party desiring to extend this Agreement (including all the terms and conditions of employment contained herein beyond termination date set forth previously, shall request extension, in writing to the other party, not less than ten (10) days prior to the termination and, in the event both parties agree to extension as aforesaid, in writing, all the terms and conditions of this Agreement shall be extended for an additional year.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the dates noted hereafter.

FOR LOCAL UNION 1912
COUNCIL 66, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

COUNCIL 66

9 / 22 /2010

PRESIDENT

9 / 22 /2010

SOLID WASTE MANAGEMENT
9 / 22 /2010

HIGHWAY
9 / 22 /2010

BUILDINGS AND GROUNDS

9 / 22 /2010

PARKS & RECREATION

9 / 22 /2010

SECRETARY-TREASURER
9 / 22 /2010

FOR THE COUNTY OF BROOME

BARBARA J. FIALA
COUNTY EXECUTIVE
9 / 22 /2010

THOMAS H. BEHAN
DIRECTOR OF EMPLOYEE RELATIONS

9 / 22 /2010

APPENDIX A

THE TITLES BELOW NAMED ARE COVERED BY THIS AGREEMENT:

HIGHWAY

Motor Equipment Operator-IV
Motor Equipment Operator-III
Motor Equipment Operator-II
Motor Equipment Operator-I
Painter-Public Works
Carpenter
Assistant Carpenter
Laborer
Public Works Office Assistant
Stores Clerk
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III

SOLID WASTE MANAGEMENT/LANDFILL

Motor Equipment Operator-III
Motor Equipment Operator-II
Laborer
Sanitary Landfill Clerk
Sanitary Landfill Mechanic

BUILDINGS AND GROUNDS

Custodial Worker
Maintenance Worker
Maintenance Mechanic
Senior Maintenance Mechanic
Electrician
HVAC Systems Technician I
HVAC Systems Technician II
HVAC Systems Technician III

PARKS DEPARTMENT

Construction Worker
Motor Equipment Operator-III
Park Equipment Maintenance Mechanic
Arborist
Park Technician
Senior Park Technician

DEPARTMENT OF SOCIAL SERVICES

Maintenance Worker
Custodial Worker

APPENDIX B

2010 AFSCME LOCAL 1912 - BLUE COLLAR

DIVISION	TITLE	UC	ENTRY RATE	2ND YR RATE	JOB RATE
HIGHWAY	ASSISTANT CARPENTER (40)	10	16.90	17.88	18.79
HIGHWAY	CARPENTER (40)	10	18.12	19.05	19.97
HIGHWAY	EQUIPMENT MECHANIC I (40)	10	17.06	17.96	18.92
HIGHWAY	EQUIPMENT MECHANIC II (40)	10	17.94	18.88	19.83
HIGHWAY	EQUIPMENT MECHANIC III (40)	10	20.15	21.33	22.08
HIGHWAY	LABORER (40)	10	16.33	17.27	18.24
HIGHWAY	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.22	13.61	14.98
HIGHWAY	MOTOR EQUIPMENT OPERATOR I (40)	10	17.02	17.94	18.88
HIGHWAY	MOTOR EQUIPMENT OPERATOR II (40)	10	17.35	18.29	19.22
HIGHWAY	MOTOR EQUIPMENT OPERATOR III (40)	10	18.92	19.88	20.86
HIGHWAY	MOTOR EQUIPMENT OPERATOR IV (40)	10	19.63	20.56	21.56
HIGHWAY	PAINTER - PUBLIC WORKS (40)	10	17.81	18.76	19.67
HIGHWAY	PUBLIC WORKS OFFICE ASSISTANT (40)	10	18.76	19.67	20.62
HIGHWAY	STORES CLERK (40)	10	18.76	19.67	20.62
BUILDING/GROUNDS	CUSTODIAL WORKER (40)	10	12.84	13.78	14.75
BUILDING/GROUNDS	ELECTRICIAN (40)	10	21.85	22.82	23.80
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN I (40)	10	14.32	15.26	16.22
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN II (40)	10	15.77	16.75	17.66
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN III (40)	10	16.52	17.48	18.42
BUILDING/GROUNDS	MAINTENANCE MECHANIC (40)	10	15.77	16.75	17.66
BUILDING/GROUNDS	MAINTENANCE WORKER (40)	10	14.32	15.26	16.22
BUILDING/GROUNDS	SENIOR MAINTENANCE MECHANIC (40)	10	16.79	17.76	18.69
SOLID WASTE/LANDFILL	EQUIPMENT MECHANIC III (40)	10	20.15	21.11	22.08
SOLID WASTE/LANDFILL	LABORER (40)	10	16.33	17.27	18.24
SOLID WASTE/LANDFILL	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.22	13.61	14.98
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED ON OR AFTER 6/16/95)	10	13.09	13.99	14.96
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED PRIOR TO 6/16/95)	10	16.51	17.45	18.37
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR II (40)	10	17.35	18.29	19.22
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR III (40)	10	18.92	19.88	20.86
PARKS	ARBORIST (40)	10	17.53	18.36	19.29
PARKS	CONSTRUCTION WORKER (40)	10	17.53	18.36	19.29
PARKS	MOTOR EQUIPMENT OPERATOR III (40)	10	18.92	19.88	20.86
PARKS	PARK EQUIPMENT MAINTENANCE MECHANIC (40)	10	20.15	21.11	22.08
PARKS	PARK TECHNICIAN (40)	10	16.13	17.08	18.06
PARKS	SENIOR PARK TECHNICIAN (40)	10	16.89	17.83	18.77
DSS	CUSTODIAL WORKER (40)	10	12.84	13.78	14.75
DSS	MAINTENANCE WORKER (40)	10	14.32	15.26	16.22

APPENDIX C

2011 AFSCME LOCAL 1912 - BLUE COLLAR

DIVISION	TITLE	UC	ENTRY RATE	2ND YR RATE	JOB RATE
HIGHWAY	ASSISTANT CARPENTER (40)	10	17.24	18.24	19.17
HIGHWAY	CARPENTER (40)	10	18.48	19.43	20.37
HIGHWAY	EQUIPMENT MECHANIC I (40)	10	17.40	18.32	19.30
HIGHWAY	EQUIPMENT MECHANIC II (40)	10	18.30	19.26	20.23
HIGHWAY	EQUIPMENT MECHANIC III (40)	10	20.55	21.76	22.52
HIGHWAY	LABORER (40)	10	16.66	17.62	18.60
HIGHWAY	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.46	13.88	15.28
HIGHWAY	MOTOR EQUIPMENT OPERATOR I (40)	10	17.36	18.30	19.26
HIGHWAY	MOTOR EQUIPMENT OPERATOR II (40)	10	17.70	18.66	19.60
HIGHWAY	MOTOR EQUIPMENT OPERATOR III (40)	10	19.30	20.28	21.28
HIGHWAY	MOTOR EQUIPMENT OPERATOR IV (40)	10	20.02	20.97	21.99
HIGHWAY	PAINTER - PUBLIC WORKS (40)	10	18.17	19.14	20.06
HIGHWAY	PUBLIC WORKS OFFICE ASSISTANT (40)	10	19.14	20.06	21.03
HIGHWAY	STORES CLERK (40)	10	19.14	20.06	21.03
BUILDING/GROUNDS	CUSTODIAL WORKER (40)	10	13.10	14.06	15.05
BUILDING/GROUNDS	ELECTRICIAN (40)	10	22.29	23.28	24.28
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN I (40)	10	14.61	15.57	16.54
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN II (40)	10	16.09	17.09	18.01
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN III (40)	10	16.85	17.83	18.79
BUILDING/GROUNDS	MAINTENANCE MECHANIC (40)	10	16.09	17.09	18.01
BUILDING/GROUNDS	MAINTENANCE WORKER (40)	10	14.61	15.57	16.54
BUILDING/GROUNDS	SENIOR MAINTENANCE MECHANIC (40)	10	17.13	18.12	19.06
SOLID WASTE/LANDFILL	EQUIPMENT MECHANIC III (40)	10	20.55	21.53	22.52
SOLID WASTE/LANDFILL	LABORER (40)	10	16.66	17.62	18.60
SOLID WASTE/LANDFILL	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.46	13.88	15.28
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED ON OR AFTER 6/16/95)	10	13.35	14.27	15.26
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED PRIOR TO 6/16/95)	10	16.84	17.80	18.74
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR II (40)	10	17.70	18.66	19.60
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR III (40)	10	19.30	20.28	21.28
PARKS	ARBORIST (40)	10	17.88	18.73	19.68
PARKS	CONSTRUCTION WORKER (40)	10	17.88	18.73	19.68
PARKS	MOTOR EQUIPMENT OPERATOR III (40)	10	19.30	20.28	21.28
PARKS	PARK EQUIPMENT MAINTENANCE MECHANIC (40)	10	20.55	21.53	22.52
PARKS	PARK TECHNICIAN (40)	10	16.45	17.42	18.42
PARKS	SENIOR PARK TECHNICIAN (40)	10	17.23	18.19	19.15
DSS	CUSTODIAL WORKER (40)	10	13.10	14.06	15.05
DSS	MAINTENANCE WORKER (40)	10	14.61	15.57	16.54

APPENDIX D

2012 AFSCME LOCAL 1912 - BLUE COLLAR

DIVISION	TITLE	UC	ENTRY RATE	2ND YR RATE	JOB RATE
HIGHWAY	ASSISTANT CARPENTER (40)	10	17.76	18.79	19.75
HIGHWAY	CARPENTER (40)	10	19.03	20.01	20.98
HIGHWAY	EQUIPMENT MECHANIC I (40)	10	17.92	18.87	19.88
HIGHWAY	EQUIPMENT MECHANIC II (40)	10	18.85	19.84	20.84
HIGHWAY	EQUIPMENT MECHANIC III (40)	10	21.17	22.41	23.20
HIGHWAY	LABORER (40)	10	17.16	18.15	19.16
HIGHWAY	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.83	14.30	15.74
HIGHWAY	MOTOR EQUIPMENT OPERATOR I (40)	10	17.88	18.85	19.84
HIGHWAY	MOTOR EQUIPMENT OPERATOR II (40)	10	18.23	19.22	20.19
HIGHWAY	MOTOR EQUIPMENT OPERATOR III (40)	10	19.88	20.89	21.92
HIGHWAY	MOTOR EQUIPMENT OPERATOR IV (40)	10	20.62	21.60	22.65
HIGHWAY	PAINTER - PUBLIC WORKS (40)	10	18.72	19.71	20.66
HIGHWAY	PUBLIC WORKS OFFICE ASSISTANT (40)	10	19.71	20.66	21.66
HIGHWAY	STORES CLERK (40)	10	19.71	20.66	21.66
BUILDING/GROUNDS	CUSTODIAL WORKER (40)	10	13.49	14.48	15.50
BUILDING/GROUNDS	ELECTRICIAN (40)	10	22.96	23.98	25.01
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN I (40)	10	15.05	16.04	17.04
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN II (40)	10	16.57	17.60	18.55
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN III (40)	10	17.36	18.36	19.35
BUILDING/GROUNDS	MAINTENANCE MECHANIC (40)	10	16.57	17.60	18.55
BUILDING/GROUNDS	MAINTENANCE WORKER (40)	10	15.05	16.04	17.04
BUILDING/GROUNDS	SENIOR MAINTENANCE MECHANIC (40)	10	17.64	18.66	19.63
SOLID WASTE/LANDFILL	EQUIPMENT MECHANIC III (40)	10	21.17	22.18	23.20
SOLID WASTE/LANDFILL	LABORER (40)	10	17.16	18.15	19.16
SOLID WASTE/LANDFILL	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	12.83	14.30	15.74
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED ON OR AFTER 6/16/95)	10	13.75	14.70	15.72
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED PRIOR TO 6/16/95)	10	17.35	18.33	19.30
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR II (40)	10	18.23	19.22	20.19
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR III (40)	10	19.88	20.89	21.92
PARKS	ARBORIST (40)	10	18.42	19.29	20.27
PARKS	CONSTRUCTION WORKER (40)	10	18.42	19.29	20.27
PARKS	MOTOR EQUIPMENT OPERATOR III (40)	10	19.88	20.89	21.92
PARKS	PARK EQUIPMENT MAINTENANCE MECHANIC (40)	10	21.17	22.18	23.20
PARKS	PARK TECHNICIAN (40)	10	16.94	17.94	18.97
PARKS	SENIOR PARK TECHNICIAN (40)	10	17.75	18.74	19.72
DSS	CUSTODIAL WORKER (40)	10	13.49	14.48	15.50
DSS	MAINTENANCE WORKER (40)	10	15.05	16.04	17.04

APPENDIX E

2013 AFSCME LOCAL 1912 - BLUE COLLAR

DIVISION	TITLE	UC	ENTRY RATE	2ND YR RATE	JOB RATE
HIGHWAY	ASSISTANT CARPENTER (40)	10	18.29	19.35	20.34
HIGHWAY	CARPENTER (40)	10	19.60	20.61	21.61
HIGHWAY	EQUIPMENT MECHANIC I (40)	10	18.46	19.44	20.48
HIGHWAY	EQUIPMENT MECHANIC II (40)	10	19.42	20.44	21.47
HIGHWAY	EQUIPMENT MECHANIC III (40)	10	21.81	23.08	23.90
HIGHWAY	LABORER (40)	10	17.67	18.69	19.73
HIGHWAY	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	13.21	14.73	16.21
HIGHWAY	MOTOR EQUIPMENT OPERATOR I (40)	10	18.42	19.42	20.44
HIGHWAY	MOTOR EQUIPMENT OPERATOR II (40)	10	18.78	19.80	20.80
HIGHWAY	MOTOR EQUIPMENT OPERATOR III (40)	10	20.48	21.52	22.58
HIGHWAY	MOTOR EQUIPMENT OPERATOR IV (40)	10	21.24	22.25	23.33
HIGHWAY	PAINTER - PUBLIC WORKS (40)	10	19.28	20.30	21.28
HIGHWAY	PUBLIC WORKS OFFICE ASSISTANT (40)	10	20.30	21.28	22.31
HIGHWAY	STORES CLERK (40)	10	20.30	21.28	22.31
BUILDING/GROUNDS	CUSTODIAL WORKER (40)	10	13.89	14.91	15.97
BUILDING/GROUNDS	ELECTRICIAN (40)	10	23.65	24.70	25.76
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN I (40)	10	15.50	16.52	17.55
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN II (40)	10	17.07	18.13	19.11
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN III (40)	10	17.88	18.91	19.93
BUILDING/GROUNDS	MAINTENANCE MECHANIC (40)	10	17.07	18.13	19.11
BUILDING/GROUNDS	MAINTENANCE WORKER (40)	10	15.50	16.52	17.55
BUILDING/GROUNDS	SENIOR MAINTENANCE MECHANIC (40)	10	18.17	19.22	20.22
SOLID WASTE/LANDFILL	EQUIPMENT MECHANIC III (40)	10	21.81	22.85	23.90
SOLID WASTE/LANDFILL	LABORER (40)	10	17.67	18.69	19.73
SOLID WASTE/LANDFILL	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	13.21	14.73	16.21
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED ON OR AFTER 6/16/95)	10	14.16	15.14	16.19
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED PRIOR TO 6/16/95)	10	17.87	18.88	19.88
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR II (40)	10	18.78	19.80	20.80
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR III (40)	10	20.48	21.52	22.58
PARKS	ARBORIST (40)	10	18.97	19.87	20.88
PARKS	CONSTRUCTION WORKER (40)	10	18.97	19.87	20.88
PARKS	MOTOR EQUIPMENT OPERATOR III (40)	10	20.48	21.52	22.58
PARKS	PARK EQUIPMENT MAINTENANCE MECHANIC (40)	10	21.81	22.85	23.90
PARKS	PARK TECHNICIAN (40)	10	17.45	18.48	19.54
PARKS	SENIOR PARK TECHNICIAN (40)	10	18.28	19.30	20.31
DSS	CUSTODIAL WORKER (40)	10	13.89	14.91	15.97
DSS	MAINTENANCE WORKER (40)	10	15.50	16.52	17.55

2014 AFSCME LOCAL 1912 - BLUE COLLAR

DIVISION	TITLE	UC	ENTRY RATE	2ND YR RATE	JOB RATE
HIGHWAY	ASSISTANT CARPENTER (40)	10	18.84	19.93	20.95
HIGHWAY	CARPENTER (40)	10	20.19	21.23	22.26
HIGHWAY	EQUIPMENT MECHANIC I (40)	10	19.01	20.02	21.09
HIGHWAY	EQUIPMENT MECHANIC II (40)	10	20.00	21.05	22.11
HIGHWAY	EQUIPMENT MECHANIC III (40)	10	22.46	23.77	24.62
HIGHWAY	LABORER (40)	10	18.20	19.25	20.32
HIGHWAY	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	13.61	15.17	16.70
HIGHWAY	MOTOR EQUIPMENT OPERATOR I (40)	10	18.97	20.00	21.05
HIGHWAY	MOTOR EQUIPMENT OPERATOR II (40)	10	19.34	20.39	21.42
HIGHWAY	MOTOR EQUIPMENT OPERATOR III (40)	10	21.09	22.17	23.26
HIGHWAY	MOTOR EQUIPMENT OPERATOR IV (40)	10	21.88	22.92	24.03
HIGHWAY	PAINTER - PUBLIC WORKS (40)	10	19.86	20.91	21.92
HIGHWAY	PUBLIC WORKS OFFICE ASSISTANT (40)	10	20.91	21.92	22.98
HIGHWAY	STORES CLERK (40)	10	20.91	21.92	22.98
BUILDING/GROUNDS	CUSTODIAL WORKER (40)	10	14.31	15.36	16.45
BUILDING/GROUNDS	ELECTRICIAN (40)	10	24.36	25.44	26.53
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN I (40)	10	15.97	17.02	18.08
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN II (40)	10	17.58	18.67	19.68
BUILDING/GROUNDS	HVAC SYSTEMS TECHNICIAN III (40)	10	18.42	19.48	20.53
BUILDING/GROUNDS	MAINTENANCE MECHANIC (40)	10	17.58	18.67	19.68
BUILDING/GROUNDS	MAINTENANCE WORKER (40)	10	15.97	17.02	18.08
BUILDING/GROUNDS	SENIOR MAINTENANCE MECHANIC (40)	10	18.72	19.80	20.83
SOLID WASTE/LANDFILL	EQUIPMENT MECHANIC III (40)	10	22.46	23.54	24.62
SOLID WASTE/LANDFILL	LABORER (40)	10	18.20	19.25	20.32
SOLID WASTE/LANDFILL	LABORER (40) (HIRED ON OR AFTER 7/1/98)	10	13.61	15.17	16.70
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED ON OR AFTER 6/16/95)	10	14.58	15.59	16.68
SOLID WASTE/LANDFILL	LANDFILL CLERK (40) (HIRED PRIOR TO 6/16/95)	10	18.41	19.45	20.48
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR II (40)	10	19.34	20.39	21.42
SOLID WASTE/LANDFILL	MOTOR EQUIPMENT OPERATOR III (40)	10	21.09	22.17	23.26
PARKS	ARBORIST (40)	10	19.54	20.47	21.51
PARKS	CONSTRUCTION WORKER (40)	10	19.54	20.47	21.51
PARKS	MOTOR EQUIPMENT OPERATOR III (40)	10	21.09	22.17	23.26
PARKS	PARK EQUIPMENT MAINTENANCE MECHANIC (40)	10	22.46	23.54	24.62
PARKS	PARK TECHNICIAN (40)	10	17.97	19.03	20.13
PARKS	SENIOR PARK TECHNICIAN (40)	10	18.83	19.88	20.92
DSS	CUSTODIAL WORKER (40)	10	14.31	15.36	16.45
DSS	MAINTENANCE WORKER (40)	10	15.97	17.02	18.08