EMPLOYMENT CONTRACT

BETWEEN

COUNTY OF BROOME

AND

BROOME COUNTY PUBLIC EMPLOYEES LOCAL UNION NO. 1883

FOREMAN UNIT, COUNCIL NO. 66,

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

2015 – 2019

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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. 1883, 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 1883 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, the required amount of agency fees 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.

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgements, 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, 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 own immediate supervisor prior to taking such time off from his job for such purpose so that his 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 thereafter be submitted in the form of a written statement by the Unit Steward to the Commissioner or Deputy Commissioner of the Department or Division, whichever the case may be. Such submission shall be within ten (10) working days of receipt of the Step 1 response. The Commissioner or Deputy shall issue a Step 2 response within five (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 appeal on an agenda to the Director of Employee Relations or designee within ten (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 five (5) working days from the date the agenda is received by the Director of Employee Relations or designee. The Public Employer representatives shall be the County Executive, or his 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 representative, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance or dispute which he is to discuss with the Public Employer. In such cases, the Local President, or his representative, shall give reasonable notice to his own immediate supervisor prior to taking such time off from his job for such purpose so that his supervisor can make any necessary adjustments that may be required as a result of such time off.

d) The Public Employer shall issue a Step 3 response within fifteen (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 receipt of the Step 3 response request that the grievance be submitted to arbitration with the New York State Public Employees Relation 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

1. 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 procedures and rights contained in the Civil Service Law of the State of New York.

2. Discipline shall be imposed only for just cause.

   a) 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)
      Demotion
      Fine
      Discharge

   Management shall be able to impose oral or written reprimands without following the procedure in Section 4 below.

3. Employee Rights.

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

   b) No employee shall be required by the employer to submit to an interrogation after charges unless he is afforded the opportunity of having an AFSCME representative present.

   c) 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.

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

4. Procedure.

   a) An employee against whom disciplinary action is sought shall have notice thereof and the reasons therefor, shall be furnished a copy of the charges

preferred against him and shall be allowed at least ten (10) days for answering same in writing.

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

c) 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 (2) representatives of the Public Employer. The Public Employer's representatives shall be the County Executive or his 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.

d) 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.

e) The hearing officer shall upon the request of the person against whom charges are preferred, permit him to be represented by counsel, or by the Union, summon witnesses in his 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 to the courts pursuant to CPLR Article 78.

f) 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 twenty (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.

g) 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 shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other employment or occupations.

h) For the purpose of this Article, the hearing officer so designated shall function as an impartial arbitrator and his 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 9 - SENIORITY FOR PROBATIONARY EMPLOYEES

a) There shall be no seniority among probationary employees, and upon completion of probationary period, as specified by Civil Service Law, they shall receive all benefits afforded to permanent employees. A probationary employee shall be eligible for sick leave as described in Article 24.

b) 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 employee for other than Union activities.

c) County seniority shall represent the employee's entire service with Broome County. The calculation shall be in accordance with Section "a" above, Article 10, and Article 11.

Title seniority shall be calculated from the most recent date of appointment to the employee's current job title, in accordance with Article 10 and Article 11.

ARTICLE 10 - 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 dates 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 11 - LOSS OF SENIORITY

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

a) He quits.

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

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

d) He 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 12 - SENIORITY FOR SHIFT PREFERENCE

a) Shift preference will be granted on the basis of title 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 Department winter night shift employees who last worked night shifts shall have title seniority over other employees if they volunteer for the night shift by October 15 in each year. Any jobs held by employees drafted in the previous year shall be re-bid annually.

ARTICLE 13 - UNION REPRESENTATION

a) It is agreed that there shall be a steward for each of the various groups within this unit.

b) 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 14 - PROMOTION AND METHOD OF FILLING POSITIONS

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

b) Where there is no enforceable list of eligible employees as provided under the Civil Service Law, and rules and regulations issued thereunder, when a permanent job vacancy occurs within the negotiating unit, the County shall inform the employees herein by posting a notice of the vacancy and the qualifications for the position for a period of not less than five (5) work days. Employees' applications for the position shall be forwarded within the time specified in the notice to the Department of Personnel for review to determine those who meet the qualifications for the position.

Applications for the position shall be received from the employees and persons not employed by the County. After review by the Department of Personnel, such applications shall thereupon be forwarded to the appropriate appointing authority for review and appointment. The appointing authority shall review the applications. Where the determination is between employees whose qualifications, in the appointing authority's opinion, are equal, he shall appoint the employee with the highest County seniority and from inside the unit. If, in his opinion, an applicant, not already in County employ has superior qualifications that applicant shall be appointed provisionally. Any employee who has received a provisional appointment who, in accordance with Civil Service rules and regulations does not receive permanent appointment shall be put back to his previous position as provided by Civil Service Law. This clause shall not preclude the making of a temporary appointment under Article 17 (Section b.)

ARTICLE 15 - 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 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 shall be permitted to exercise his County seniority right to bump or replace an employee with less County seniority. Such employee may, if he 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 bumps.

e) In the event that an employee is laid off, the Public Employer shall provide an additional three (3) months of health insurance coverage in accordance with Article 31 - Health Insurance.

ARTICLE 16 - RECALL PROCEDURE

Recall shall be pursuant to Civil Service Law. Attached hereto and made a part hereof as Appendix F is Article 4 Section 81 of the Civil Service Law.

ARTICLE 17 - TRANSFERS AND FILLING OF TEMPORARY VACANCIES

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

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

c) 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 18 - PROMOTION AND FILLING OF VACANCIES (COMPETITIVE CLASSIFICATION)

All promotions and filling of vacancies shall be pursuant to Civil Service Law. Attached hereto and made a part hereof as Appendix G is Article 5 Sections 60 and 61 of the Civil Service Law.

ARTICLE 19 - 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.

ARTICLE 20 - 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 21 - LEAVE OF ABSENCE WITHOUT PAY

1. APPLICATION FOR LEAVE OF ABSENCE

   Any unpaid time for three (3) work days or less may be approved by the Department Head without submitting a leave of absence request. A leave of absence request must be submitted for any absence over three (3) work days not covered by paid time off. If approved by the department head, the application shall be submitted to the Personnel Department for approval. All leaves in excess of ninety (90) days, except medical and mandatory Civil Service Leaves, shall also be submitted to the Personnel Committee of the Legislature for final approval.

2. MEDICAL LEAVES

   All medical leaves, regardless of duration shall be submitted to the Department Head and then to the Personnel Officer for final approval.

   Broome County recognizes the Family Medical Leave Act (FMLA) 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 time 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 condition

Medical documentation must be provided before a medical leave will be approved. Documentation is to be supplied on a form provided by the County. Leaves for extended illness shall not commence until all paid leave time is exhausted, except for leaves for workers' compensation.

3. EDUCATION LEAVE
Permanent employees may be granted leave of absence without pay for the period of one year for the purpose of acquiring additional education and training.

4. LEAVE TO ACCEPT OTHER COUNTY EMPLOYMENT
Leave of absence without pay not to exceed one year may be granted to a permanent employee to serve temporarily in another position in the competitive class. Leaves of absence without pay not to exceed one year must be granted to a permanent employee to serve provisionally in another position in the competitive class within the same department. A leave of absence without pay not to exceed one year may be granted to an employee to serve provisionally in another position within the County. Leave requests for provisional appointments shall not be submitted to the Personnel Committee regardless of their length. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class position except with the approval of the Personnel Officer.

5. CHILD CARE
An employee may request a leave without pay for the purpose of dependant child rearing. This is a discretionary leave unless required by the Family and Medical Leave Act and can be requested at the same time leave, for extended illness for pregnancy is requested. Such leave may be requested for adoptions, as well.

6. LEAVE FOR OTHER REASONS
Leave of absence without pay for reasons other than those cited in this article shall be granted only in unusual circumstances, which justify the granting of such leave. For example, leave may be granted for the purpose of caring for a family member who is ill. An employee on an approved leave accepting other full-time employment or becoming self-employed on a full-time basis, unless approved for such purpose, will be considered resigned from Broome County employment.

7. All salaries are based on 260 days per year for the purpose of calculating leave of absence without pay.

8. When an employee is absent without authorized leave for a period of five (5) work days such absence shall be deemed to constitute resignation, effective on the date of the commencement of such absence. The failure of the employee to

return to his/her position within five (5) working days following the expiration of a leave of absence, or extension thereof, shall constitute a resignation which, for purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence.

9. Except as may be otherwise provided herein the agreement, fringe benefits authorized by this agreement shall not accrue while an employee is on a leave of absence without pay (i.e. Article 24 provides for sick leave to continue to accrue where an employee is on full pay status at least 50% of the working days of the month. An employee on a leave of absence without pay for less than 50% of the working days of the month will accrue sick time for the month. An employee on a leave of absence without pay for more than 50% of the month will not accrue sick time for that month. In addition, an employee on a leave of absence without pay may continue the health insurance coverage, as per Article 31, while on leave, provided such employee pays the full premium, both the employer's and employee's share. Furthermore, an employee on a leave of absence without pay shall continue to have life insurance coverage as per Article 33 for a period of three months. Thereafter, such employee may convert to private policy with the insurance carrier.) This section shall not govern a leave of absence because of a work related injury, as such employee shall continue to accrue benefits during the period covered by workers' compensation.

10. The maximum amount of leave shall be one year, unless the Personnel Committee specifically votes to extend the leave. Any extensions voted by the Personnel Committee shall be at their sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely fashion.

11. Employees on a medical leave of absence, collecting ½ sick pay or workers' compensation and who are found to be employed by another employer in the same or similar capacity as County duties may be subject to discipline.

ARTICLE 22 - 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 1883 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 23 - 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 30) within five minutes of quitting time.

Attend negotiating meetings.

Transmit communications authorized by the Union or its officers to the Public Employer or his representatives, and

Consult with the Public Employer, his representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 24 - 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 employment. It shall apply to temporary employees without permanent status only after completion of one (1) year 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. When the absence is pursuant to the Family and Medical Leave Act, the employee shall be required to use accumulated sick leave. In such cases the above twenty (20) days limitation shall not apply.

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) 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.

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 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 eight (8) 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 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 accumulated sick time in excess of the number of days which may be applied toward length of service for retirement purposes (165).

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 the 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 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 9, 10 and 11.

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 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, health benefits, life insurance 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 this 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 **as defined by the New York State Retirement System**, 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 the calendar year he/**she** shall receive payment of $300 **(effective 1/1/16 $400)**. 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 **(effective 1/1/16 $500)** 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 **(effective 1/1/16 $600)**. Such payment to be made **in the payroll closest to May 1st of** the following calendar year.

ARTICLE 25 - 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, or father-in-law, son or daughter-in-law, of the employee. At the sole discretion of the Department Head and with his written consent, an employee may be granted over the three (3) days depending on the circumstances of said bereavement leave.

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 26 - LONGEVITY SERVICE PAY

a) Each employee **who was hired by Broome County before February 5, 2015 and is** covered by this Agreement shall receive longevity pay each year as follows:

Years of Service	Payment	**Eff. 1/1/16**
6 - 9	$400.	**$500.**
10 - 14	1,100.	**1,200.**
15 - 19	1,300.	**1,400.**
20 - 24	1,500.	**1,600.**
25 - 29	1,700	**1,800.**
30 +	1,900.	**2,000.**

Each employee who was hired by Broome County after February 5, 2015 and is covered by this Agreement shall receive longevity pay each year as follows:

Years of Service	**Payment**	**Eff. 1/1/16**
15 - 19	**1,300.**	**1,400.**
20 - 24	**1,500.**	**1,600.**
25 - 29	**1,700**	**1,800.**
30 +	**1,900.**	**2,000.**

Service shall be understood to be County seniority, as defined in Articles 9, 10, and 11.

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.

c) Payments made in November shall be for the appropriate years of service attained during that calendar year, e.g., an employee who completes his/her tenth year of service in July shall be paid **$1,100/ $1,200 (eff. 2016).**

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 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 the final paycheck he/she would receive **$1,100/ $1,200** (**eff. 2016**) for the completion of ten years service plus 8/12's of **$1,100/ $1,200** (**eff. 2016**) for the 11th year.
Nothing in this article would permit the payment of longevity to an employee with less than five (5) years of completed longevity.

ARTICLE 27 - WORKING HOURS AND WORK WEEK

A. Highway Department:
The regular hours of work shall be eight (8) consecutive hours (6:00am to 3:00pm, with the exception of the Highway Crew Supervisor and the Paint Crew Supervisor whose hours shall be between 6:30am and 3:00pm, with one-half (½) hour off for lunch. If mutually agreed upon, the regular hours of work may be ten consecutive hours (beginning no earlier than 6:00am and ending no later than 5:00pm). Any holidays which fall within this period will be paid as ten hour days. Overtime shall be paid at the rate of time and one-half (1 ½) for all hours in excess of the regular shift.

HIGHWAY WINTER SCHEDULE

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

Winter night shift schedule will start with the pay period nearest the middle of November and end with the pay period nearest the end of March.

a) 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:

Maintenance Supervisor - 7:15am to 4:15pm. - 1 hour off for meal.

Custodial Supervisor - 6:00a.m. to 3:00p.m. - 1 hour off for meal.

Stationary Engineer - flexible as approved by the Deputy for Buildings & Grounds. However, the shifts shall consist of eight and one-half (8-1/2) consecutive hours with a one-half (½) hour unpaid lunch period, and shall start no earlier than 6:00 a.m. and end no later than 5:00 p.m.

C. Parks Department:

a) The regular hours of work for Park Managers shall be from 7:00 a.m. to 3:30 p.m., however, Park Managers may work a flexible work schedule as approved by the Commissioner of Parks and Recreation. The Park Managers basic workday shall consist of eight and one-half (8-1/2) hours with a one-half (½) hour unpaid lunch period, if they work a flexible work schedule.

b) The regular hours of work for the Park Operations Manager shall be that of his crews.

c) The regular hours of work for Assistant Park Manager shall be that of the crews except when the Manager is absent. At such times, Assistant Park Manager will work the Manager's schedule.

d) **Beginning about October 1st or a date mutually agreed upon by the parties and ending with the last regular season hockey game, the Otsiningo Assistant Park Manager will be assigned to the Broome County Veteran's Memorial Arena working the following schedule:**

3:00 p.m.-11:30 p.m.- Mon/Tues/Wed
7:00 a.m.-3:30 p.m. - Sat/Sun

The Ostiningo Park Manager will remain at Ostiningo Park, October – March, 7:00 a.m. – 3:30 p.m. - Mon-Fri

When the hockey team qualifies for the playoffs, the Assistant Park Manager will work his/her regular hockey season hours when each playoff game falls on his/her regular scheduled day, game day only.

The Assistant Park Manager or Park Manager may be assigned to the Arena in September for the purpose of preparing the ice for the upcoming hockey season.

e) With the exception of Otsiningo Park, the weekly schedule for the Parks Department shall be Monday through Friday inclusive, 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 Monday. Employees on such "split crews" will receive overtime pay for any hours worked in excess of 40 hours in one week. Note: to be applied as is in practice in AFSCME 1912 agreement.

f) 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 schedule is required by reason of changed programming within the Department, the County will consult with the Union prior to implementing any such change.

g) With the exception of Otsiningo Park, beginning with the pay period that includes Memorial Day weekend and ending with the Labor Day weekend, Park Managers and Assistant Park Managers will work eight 10 hour days (8:00am to 6:00pm) per payroll period. Any holidays which fall within this period will be paid as ten hour days.

D. Solid Waste Management/Landfill:

a) 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) rate for all hours in excess of the regular shift.

E. General:

a) Except as otherwise stated in this Agreement, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive.

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

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

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

e) 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 scheduled starting time will be excused.

f) 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 change.

g) 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.

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

i) All employees (including night watchmen) who work the second and third shift shall receive in addition to their regular pay for the period, sixty-five cents ($.65) per hour for second shift and seventy ($.70) cents per hour for third shift. This section shall not apply to emergency call-outs.

j) 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.

k) When an employee fails to notify the department of an absence for a period in excess of five (5) work days, such absence shall be deemed to constitute a resignation. The failure of an employee to return to his 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 failure to return to his position upon the expiration of an authorized leave of absence and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.

l) Proposed schedule changes will not be unreasonably withheld.

m) In the event 10-hour days are mutually agreed upon in Buildings and Grounds or Solid Waste Management any holidays which fall when ten-hour days are worked will be paid as 10-hour days.

ARTICLE 28 - HOLIDAYS

a) The day prescribed by law, and designated by the Personnel Officer for the 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, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day shall be observed as holidays.

Floating holidays will be observed as follows:

Veteran's Day and day after Thanksgiving - floating holiday for Solid Waste Management/Landfill only.

Martin Luther King Jr's Birthday, Lincoln's Birthday and Washington's Birthday - floating holiday for all employees covered by this agreement.

Election Day, and Columbus Day - floating holiday for all except the Highway Department which will celebrate these as holidays.

With the exception of the Highway Department, floating holidays shall be granted only at such time as work of the department will permit. In the Highway Department floating holidays 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 the floating holiday shall be granted without prior notice.

Floating holidays must be taken as full days; not in hourly increments.

All employees must work or be covered by paid leave on the workdays immediately preceding and following the holiday to receive holiday pay for the day.

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. It is further agreed that the

Personnel Officer's designation of holiday observance shall only continue until the expiration date of this agreement, and shall be negotiable from contract to contract thereafter.

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 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 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 29 - VACATIONS

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.

Employees with thirty (30) years or more of service as of January 1st shall receive twenty-seven (27) days of vacation.

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

a) 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.

b) 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 of accrued vacation and an additional two (2) days with Department Head approval.

c) 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.

d) 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.

e) 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 days 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.

f) 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 in the department to which he is transferred.

g) 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.

h) Employees whose seniority date falls within the vacation year, shall receive the additional vacation due them, per the above schedule. e.g., as of January 1, employee X has 4 years and 6 months of seniority, on January 1, he/she will receive 13 vacation days, and on July 1 (seniority date) will receive five (5) additional days.

i) Full-time employees working a 40 hour work week 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 30 - UNION BULLETIN BOARDS

The Public Employer will provide adequate bulletin boards which may be used by the Union for posting notices.

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 31 - HEALTH INSURANCE

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 80% of the premium for the employee and 80% of the premium of the 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 County agree to negotiate possible changes to the proposed plan.

All new Broome County hires subsequent to January 1, 2015 will be eligible for medical insurance coverage in the Broome County Advantage Plan only. These employees electing to enroll in this Plan will be offered an opportunity to switch into another health plan offering, if desired, at the next open enrollment period following three years of enrollment in the Advantage Plan. Employees hired prior to January 1, 2015 may elect to enroll in the Advantage Plan. Those employees electing coverage under the Advantage Plan will have the opportunity to switch back into another health plan offering at the next open enrollment period following one year of coverage under the Advantage Plan. After this open

enrollment period following one year of employment, employees will not be offered the opportunity to switch back into another plan offering.

b) 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, **the employee shall pay the premium cost for employee and dependent coverage pursuant to section (a)**.

c) Employees **hired before January 1, 2015** will need ten (10) years of service to obtain health insurance **for the employee and spouse should that employee elect dependent coverage upon retirement. Employees hired on or after January 1, 2015 will need twenty (20) years of service and ten (10) years in the health plan with at least two (2) of those years directly preceding retirement in order to obtain health insurance for the employee and spouse should that employee elect dependent coverage upon retirement.**

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

- Five ($5) dollars for generic drugs. Effective January 1, 2007 increase co-pay for generic drugs to $10.

- Ten ($10) dollars for brand name prescriptions. Effective January 1, 2007 increase the co-pay for brand name prescriptions to $15.

- Effective January 1, 2007 institute a $25 co-pay for brand name prescription purchased when a generic equivalent is available.

- Effective January 1, 2007 two (2) times the applicable co-pays for a 90 day supply of mail order maintenance drugs.

- Effective January 1, 2007, filled prescriptions (other than mail order) must be limited to a thirty (30) day supply.

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

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

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

g) An advisory committee will be established with goals of reducing future escalation of health care costs. AFSCME 1883 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 reopened to negotiate desired changes to the plan as the result of the County and Union's efforts.

ARTICLE 32 - WORKERS' COMPENSATION

a) An employee injured in the line of duty, who is entitled to sick leave, may elect to use his sick leave in lieu of receiving benefits under the Workers' Compensation Law of the State of New York for the period to which he is entitled to the sick leave. An employee injured in the line of duty, who is entitled to vacation time, may elect to use his/her vacation time 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 vacation time provided the employee has exhausted his/her accumulated sick leave. After the period of sick leave/vacation time is used up, said employee shall receive Workers' Compensation benefits if still disabled. The department head of any employee who used sick leave/vacation time 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 and/or vacation time 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 and/or vacation time which shall be equivalent to the value of the wages reimbursed to the County of Broome.

ARTICLE 33 - 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 34 - 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 35 - JURY DUTY AND CIVIC DUTY

a) An employee who serves on jury duty shall be paid his/her regular pay. Verification of such jury duty shall be provided by the employee.

b) Employees subpoenaed to appear before a court or 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 36 - 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 offered equally to employees working within the same job classification, except where technical skills or area conditions prohibit such assignment.

c) An employee called for emergency duty, in addition to his/her regular working hours, shall receive not less than four (4) hours pay. The employee shall receive time and one-half his regular straight time rate of pay for the time actually worked, and, if he does not work four (4) hours, he 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 is under an established standby pay arrangement. Those individuals empowered to declare emergency status under this agreement shall be the Commissioner, his or her Deputy Commissioner, Director or Superintendent or their immediate subordinate, to include the General Highway Supervisor, Parks Manager, Landfill Supervisor and the Maintenance Supervisor.

d) Any employee required to work four (4) hours overtime following his 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.

e) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his regularly scheduled shift without a minimum of four (4) hours' pay.

f) Upon specific order from his supervisor or division head, an employee may be ordered to stand by for duty for the duration of a designated eight (8) hours standby period. Employees on standby time shall be compensated at the rate of ten ($10.) dollars per 8 hour period, and twenty ($20.) dollars per 8 hour period 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 (f) shall be applicable only to Highway Crew Supervisor and Buildings and Grounds.

g) 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 forty-**eight** (48) hours in a calendar year. Employees may use their compensatory time in one (1) hour increments, 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 (1-1/2), 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 37 - WAGES

2016: A lump sum payment of three hundred dollars ($300.00) not to be added to salary, to be paid in the paycheck closest to October 1st.

2017: COLA* increase not to exceed 2.5%, but no less than 1.5%.

2018: COLA* increase not to exceed 2.5%, but no less than 1.75%.

2019: COLA* increase not to exceed 2.75, but no less than 2%.

*** COLA increase shall be equal to the calculated Northeast CPI-U (All Urban Consumers) from the twelve month period of July through June of the preceding two years calculated out to the 100th place value.**

ARTICLE 38 - 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 1883 to enter the premises of the Highway Department, Division of Facilities Management, the premises of the Parks Department and Solid Waste Management/Landfill 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 39 - 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 40 - MAINTENANCE OF BENEFITS

Any benefit except those benefits which are errors or benefits granted by unauthorized personnel, (bargaining unit employees are unauthorized personnel) presently enjoyed by employees covered by this Agreement 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 41 -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 42 - 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 43 - 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, in work which they are able to perform.

ARTICLE 44 - PROTECTIVE DEVICES AND 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 employees to have such protective gear and devices with him at the job site.

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

Parks:
The Employer will no longer supply uniforms to new employees. When an employee is hired a $250 uniform allowance shall be provided. Each year thereafter a $250 uniform allowance shall be provided for each full-time employee. When winter jackets are required in the Parks Department, they will be provided by the Employer.

The Assistant Park Managers will receive a $250 per year uniform allowance.

Pursuant to a Memorandum of Agreement between the County and AFSCME signed in December 2006, an annual $150 stipend shall be paid each covered Parks employee in exchange for being supplied laundered shirts as is done throughout other DPW divisions.
Solid Waste Management/Landfill:
All regular full-time employees shall be provided with two uniform changes per week paid for by the Employer. In addition a two hundred and twenty five dollar ($225) a year clothing allowance shall be established for each full-time employee in this department.

Highway:

Coveralls shall be available as needed. A two hundred twenty five ($225) a year clothing allowance shall be established for each full-time employee in this department.

Buildings & Grounds:
A two hundred and twenty five ($225) a year clothing allowance shall be established for each full-time employee in this department.

General:
The annual uniform allowance shall be provided **in the payroll closest to June 1st** of each year. Such allowance may not be provided more than once in a calendar year.

All employees, unless otherwise indicated, will be supplied with laundered shirts. The color, texture and other details to be determined by the parties at a future date.

The Employer shall continue to provide one (1) safety appropriate winter jacket on an as needed basis.

ARTICLE 45 - 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 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 pay by the following day.

ARTICLE 46 - USE OF EMPLOYEE AUTOMOBILES

Employees **may be** instructed and required to provide their own automobiles for transportation **and** shall be paid the current IRS mileage rate **in the following instances:**

- **If the employee is asked to operate his/her own vehicle between two points after reporting to their first assignment of the day.**
- **If an employee is assigned to an alternate County owned, leased, maintained, or cared for site for a period of one day.** On the difference between the mileage which he**/she** would normally travel to his**/her** normal assignment and that to the other **site**. These distances will be computed

jointly by the County and the Union and will apply when **employees** are so assigned.

- **Employees shall 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 47 - 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 the regular work force will be slotted into Federally funded positions with the full agreement and understanding that Federally funded hires 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 48 - REIMBURSEMENT

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

ARTICLE 49 - 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 50 - 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 51 - 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 52 - 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 53 - MODIFICATION AND TERMINATION

Except as specifically provided to the contrary, this Agreement shall be effective January 1, **2015** 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, **2019**. A party shall notify the other, in writing, prior to June 1, **2019,** that it wishes to modify this Agreement. In such cases, negotiations shall commence within sixty (60) days from

such date 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.

ARTICLE 54 - PARKING

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

ARTICLE 55 - LABOR MANAGEMENT COMMITTEE MEETING

Either party may schedule a labor management meeting by giving one month's notice along with the agenda of items to be discussed to the other party. The Union will be represented by the President or his/her designee and Union representatives of the departments they deem are necessary to discuss those items on the agenda. The Personnel Officer or his/her designee must be present and may have whomever he/she deems necessary to discuss those items on the agenda.

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

FOR LOCAL UNION 1883
COUNCIL 66, AMERICAN
FEDERATION OF STATE,
COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

COUNCIL 66
8 / 19 /2015

PRESIDENT
8 / 19 /2015

HIGHWAY
8/ 19/ 2015

FOR THE COUNTY OF BROOME

DEBRA A. PRESTON
BROOME COUNTY EXECUTIVE
8/19 /2015

JENNIFER L. B. KATZ
DIRECTOR OF EMPLOYEE RELATIONS
8 / 19 /2015

APPENDIX A

TITLE

HIGHWAY

Assistant General Highway Supervisor
General Highway Supervisor
Highway Crew Supervisor
Equipment Service Supervisor
Assistant Equipment Service Supervisor
Office Manager
Paint Crew Supervisor-Public Works
Management Associate

PARKS

Assistant Park Manager
Park Manager
Park Operations Manager
Stationary Engineer
Chief Arborist

BUILDINGS & GROUNDS

Custodial Supervisor
Stationary Engineer
Senior Custodial Supervisor
Maintenance Supervisor

SOLID WASTE MANAGEMENT/LANDFILL

Sanitary Landfill Supervisor

APPENDIX B

2015 AFSCME LOCAL 1883 - FOREMAN

TITLE	UC	ENTRY	2ND YR	JOB RATE
GENERAL HIGHWAY SUPERVISOR (40)	14	29.91	30.84	32.53
ASSISTANT GENERAL HIGHWAY SUPERVISOR (40)	14	27.63	28.62	30.30
MANAGEMENT ASSOCIATE (40)	14	27.63	28.56	30.22
EQUIPMENT SERVICE SUPERVISOR (40)	14	28.35	29.31	31.02
ASST. EQUIPMENT SERVICE SPVR. (40)	14	26.29	27.25	28.99
HIGHWAY CREW SUPERVISOR (40)	14	23.65	24.63	26.29
OFFICE MANAGER (40)	14	23.65	24.63	26.29
PAINT CREW SUPERVISOR-PUBLIC WORKS (40)	14	24.63	25.57	27.36
CUSTODIAL SUPERVISOR (40)	14	20.12	21.08	22.73
SENIOR CUSTODIAL SUPERVISOR (40)	14	19.79	20.54	22.26
MAINTENANCE SUPERVISOR (40)	14	24.31	25.21	26.92
STATIONARY ENGINEER (40)	14	25.07	26.00	27.71
SANITARY LANDFILL SUPERVISOR (40)	14	27.63	28.62	30.30
ASSISTANT PARK MANAGER (40)	14	23.02	23.95	25.65
CHIEF ARBORIST(40)	14	23.02	23.95	25.65
PARK MANAGER (40)	14	26.37	27.34	29.02
PARK OPERATIONS MANAGER (40)	14	26.96	27.90	29.60
STATIONARY ENGINEER (40)	14	25.07	26.00	27.71

NOTE:

Promotion & New Hires - Employees promoted into the unit and new hires shall start at the Entry Rate, and progress to the Second Year Rate after one (1) year of employment, and progress to the Job Rate after an additional full years employment. When promotions are made within the unit, employees will be moved to the new position in the same column as they were in before the promotion, but they will be credited with the time spent in the original column. For example, an employee is promoted from Assistant Equipment Service Supervisor to Equipment Service Supervisor after serving six (6) months in the Entry Rate, that employee would be placed in the Entry Rate of the Equipment Service Supervisor position for six (6) months, whereupon they would move the Second Year Rate.

Out of Title Assignment - Employees assigned to work out-of-title within the unit shall be paid pursuant to the same column as they were in before the assignment. Employees assigned to work out-of-title from outside the unit shall be paid pursuant to the Entry Rate.

APPENDIX C

§81 PREFERRED LISTS; CERTIFICATION AND REINSTATEMENT THEREFROM

1. Establishment of preferred lists; general provisions. The head of any department, office or institution in which an employee is suspended or demoted in accordance with the provisions of section eighty and eighty-a of this chapter shall, upon such suspension or demotion, furnish the state civil service department or appropriate municipal commission, as the case may be, a statement showing his name, title or position, date of appointment, and the date of and reason for suspension or demotion. It shall be the duty of such civil service department or commission, as the case may be, forthwith to place the name of such employee upon a preferred list, together with others who may have been suspended or demoted from the same or similar positions in the same jurisdictional class, and to certify such list, as hereinafter provided, for filling vacancies in the same jurisdictional class; first, in the same or similar position; second, in any position in a lower grade in line of promotion; and third, in any comparable position. Such preferred list shall be certified for filling a vacancy in any such position before certification is made from any other list, including a promotion eligible list, notwithstanding the fact that none of the persons on such preferred list was suspended from or demoted in the department or suspension and demotion in which such vacancy exists. No other name shall be certified from any other list for any such position until such preferred list is exhausted. The eligibility for reinstatement of a person whose name appears on any such preferred list shall not continue for a period longer than four years from the date of separation or demotion.

2. Order of certification of names from preferred lists. Except as hereinafter provided, the names of persons on a preferred list shall be certified therefrom for reinstatement to a vacancy in an appropriate position in the order of their original appointments.

   (a) Upon the occurrence of a vacancy in an appropriate position in the service of a civil division, except in a city having a population of one million or more, the names of persons on the preferred list shall be certified to fill such vacancy in the following order: (1) persons suspended from or demoted in the department or agency within which such vacancy occurs; and (2) persons suspended from or demoted in other departments and agencies in such civil division.

   (b) Upon the occurrence of a vacancy in an appropriate position in the state service, or in the service of a city having a population of one million or more, the names of persons on the preferred list shall be certified to fill such vacancy in the following order: (1) persons suspended from or demoted in the department in which such vacancy exists, except that where such vacancy exists in a separate suspension and demotion unit, the names of persons suspended from or demoted in such unit, and not those suspended from or demoted in the entire department, shall be certified first; and (2) all other persons on such preferred list.

3. Eligibility and order of certification for reinstatement of persons suspended from or demoted in the service of a county in a city wholly including within its limits two or more counties. Any person suspended or demoted from a position in the service of a county in a city wholly including within its limits two or more counties, where the compensation of such position is paid directly from the treasury of such city, shall be eligible for certification and reinstatement from the preferred list to the same or similar position, or a similar position in a lower grade in the same occupational field, in the service of any county within such city. Upon the occurrence of a vacancy in an appropriate position in the service of any such county, the names of persons on the preferred list shall be certified to fill such vacancy in the following order: (a) persons suspended from or demoted in the particular county office in which such vacancy occurs; (b) persons suspended from or demoted in other county offices in the same county in which such vacancy occurs; (c) persons suspended from or demoted in county offices in other counties within such city.

4. Certification of probationers from preferred list. Notwithstanding the provisions of subdivisions two and three of this section, no person suspended or demoted prior to the completion of his probationary term shall be certified or reinstatement until the exhaustion of the preferred list of all other eligibles thereon. Upon reinstatement, such probationer shall be required to complete his probationary term.

5. Effect of failure or refusal to accept reinstatement. The state and municipal civil service commissions shall adopt rules providing for the relinquishment of eligibility for reinstatement upon failure or refusal to accept reinstatement from a preferred list.

6. Salary upon reinstatement. A person reinstated from a preferred list to his former position or a similar position in the same grade shall receive at least the same salary such person was receiving at the time of suspension or demotion.

7. Notwithstanding any other provisions of this chapter, the civil service department or appropriate municipal commission may disqualify for reinstatement and remove from a preferred list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would warrant his dismissal from the public service, except that a partially physically handicapped person, who is suspended pursuant to section eighty of this chapter because of lack of work, but who, within six months of the date of his suspension, is certified for reinstatement to any job item having the same physical requirements as the job item from which the person was suspended shall not be disqualified because of his physical handicap unless a medical examination discloses that because his handicap has become greater he would not be able to satisfactorily perform in such job item. No person shall be disqualified pursuant to this subdivision unless he is first given a written statement of the reasons

therefor and an opportunity for a hearing at which such reasons shall be established by appropriate evidence, and at which such person may be represented by counsel and present evidence. The civil service department or municipal commission may designate a person to hold such hearing and report thereon.

8. Notwithstanding any other provisions of this chapter, any person may voluntarily remove his or her name from a preferred list by application to the civil service department or appropriate municipal commission.

9. An employee who is eligible to be placed on a preferred list pursuant to this section and who elects, as a member of a public employee retirement system, to retire upon a suspension or demotion, shall be placed on a preferred list and shall be eligible for reinstatement from such list.

APPENDIX D

§60 CERTIFICATION OF ELIGIBLE LISTS

1. Certification of eligibles from prior list. When an eligible list has been in existence for less than one year and contains the names of less than three persons willing to accept appointment, and a new list for the same position or group of positions is established, the names of the persons remaining on the old list shall have preference in certification over the new list until such old list is one year old, and during such period such names shall be certified along with enough names from the new list to provide the appointing officer with a sufficient number of eligibles from which selection for appointment may be made. Where an old list which has been in existence for one year or more is continued upon the establishment of a new list which contains less than three names, the civil service department or a municipal commission may certify the names on the old list along with enough names from the new list to provide the appointing officer with a sufficient number of eligibles from which selection for appointment may be made.

2. Certification of basis of sex. The state department of civil service or the municipal commission having jurisdiction may limit certification from an eligible list to one sex when the duties of the position involved relate to the institutional or other custody or care of persons of the same sex, or visitation, inspection or work of any kind the nature of which requires sex selection.

3. Certification of lists for state positions. Certifications for appointments to positions in the state service, regardless of the location thereof, shall be made from the state-wide lists of eligibles,; provided, however, that the state civil service department may, wherever practicable certify from an appropriate eligible list for appointment to a state position, in any locality outside Albany county, residents of the county or judicial district including such locality, or of any combination of counties or judicial districts including such locality, as determined by such department. Notice of the proposed certification of eligibles by local residence in accordance with the provisions of this subdivision shall be included in the announcement of examination. Upon the exhaustion of the list of local residents certified to a position in the state service in a particular locality pursuant to the provisions of this subdivision, the state-wide list of eligibles shall be certified to fill vacancies in such position in such locality.

§61. APPOINTMENT AND PROMOTION

1. Appointment or promotion from eligible lists. Appointment or promotion from an eligible list to a position in the competitive class shall be made by the selection of one of the three persons certified by the appropriate civil service commission as standing highest on such eligible list who are willing to accept such appointment or promotion; provided, however, that the state or a municipal commission may provide, by rule, that where it is necessary to break ties among eligibles having the same final examination ratings in order to determine their respective standings on the eligible list, appointment or promotion may be made by the selection of any eligible who final examination rating is equal to or higher than the final examination rating of the third highest standing eligible willing to accept such appointment or promotion. Appointments and promotions shall be made from the eligible list most nearly appropriate for the position to be filled.

2. Prohibition against out-of-title work. No person shall be appointed, promoted or employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of this chapter and the rules prescribed thereunder. No credit shall be granted in a promotion examination for out-of-title work.

3. Notification to eligible candidates. Persons on an eligible list who are certified pursuant to section sixty of this chapter and are considered and not selected for appointment or promotion pursuant to this section shall, whenever another candidate is appointed or promoted, be given or sent written notice by the appointing authority of such non-selection. In a city containing more than one county, persons on an eligible list who are made ineligible for further certification pursuant to a rule of the appropriate municipal commission shall be given or sent written notice of such ineligibility. Sending written notice by ordinary mail to the last address of record shall be adequate to comply with the requirements of this subdivision.