COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF BROOME

AND

BROOME COUNTY UNIT 6150 OF THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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 the 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, the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by the Broome County Unit hereinafter referred to as "CSEA" 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

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Public Employer and CSEA.

ARTICLE 2 - APPLICABLE LAW

If any provision of this Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed or enforced, except to the extent permitted by law.

If any provision of this Agreement is, or shall at any time thereafter, be contrary to law, all remaining provisions of this Agreement shall continue in effect.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Neither the County nor the Union shall discriminate against any employee covered by this agreement because of race, creed, color, national origin, age, sex or marital status.

ARTICLE 3 - RECIPROCAL RIGHTS

The Public Employer recognizes the rights of public employees to be represented by CSEA for the purpose of negotiating collectively with the Public Employer in the determination of terms and conditions of employment and the administration of grievances arising there-under.

CSEA recognizes the right of the Public Employer to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America.

The exercise of these rights, powers, authority, duties and responsibilities by the Public Employer and 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 CSEA, be limited only by the specific and expressed terms of this Agreement.

It is understood by the parties hereto that some portions of the County operations are comparatively small and scattered, and that several different kinds of work are performed, in many cases, by the same person; and that reasonable flexibility in interpreting the provisions of this Agreement is applied, so that the Public Employer can meet the requirements of its special operating conditions.

It is mutually understood and agreed by both parties to this Agreement that the management of the County operation and the direction of the working forces, including the right to determine standards of service to be offered by various agencies and to regulate work schedules, to hire, suspend, discharge for proper cause, promote, demote and transfer and other rights to relieve employees from duty because of lack of work or for other proper and legitimate reasons is vested and reserved in the Public Employer, subject to the limitations provided in the law and this Agreement.

Rights of CSEA. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to the grievance and appeal procedure in this Agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

RIGHTS OF EMPLOYEES:

1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the employer.
2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the employer on its agents.

Adhering to the principle that duties and obligations come with rights and privileges, the CSEA agrees to do its utmost to see that its members perform their respective duties in County service loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will endeavor to protect the interest of the County and the community, to conserve its property and to give service of the highest quality.

ARTICLE 4 - RECOGNITION

The Public Employer recognizes CSEA as the sole and exclusive representative of all County employees with the following exceptions:

1. Employees who are elected;
2. Supervising and confidential employees appearing on Exhibit A annexed hereto and incorporated herein;
3. Employees who occupy a temporary budget line item (1600 line) in the County Budget and those employees occupying a permanent salary Budget line (1500 line) working on a less than half-time basis.
4. All employees in the following departments, except clerical personnel:

    a. Highway Division
    b. Buildings & Grounds Division (except Animal Control)
    c. Department of Parks & Recreation (maintenance personnel)
    d. Department of Public Transportation
    e. Solid Waste / Landfill
5. Employees at Broome Community College
6. Employees of the Sheriff's Department (except civilian personnel)
7. Seasonal employees are excluded from coverage under this agreement and therefore are not entitled to any benefits as provided herein

COVERED EMPLOYEES:

1. Full-time, Regular (1000 line) - Employees who work 37.5 or 40 hours/week, and have been appointed from a civil service list, on a permanent basis or are in an unclassified, non-competitive, labor or exempt class position where there is an expectation of continuing employment.

2. Part-time, Regular (1500 line)- Employees working at least 18-3/4 hours/week but less than full-time in a position with a full-time equivalent of 37.5 hours per week or 20 hours per week but less than full-time in a position with a full-time equivalent of 40 hours per week and who are serving in positions as described in (1).

ARTICLE 5 - NO STRIKE PLEDGE

CSEA 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 6 - DUES DEDUCTIONS

The Public Employer will deduct from the wages of employees represented by CSEA from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the Public Employer in accordance with this Article will be remitted to CSEA on a regular monthly basis, and sent to CSEA, Inc. Capitol Station, Box 7125, Albany, N.Y. 12224. If the employee has no earnings due for that paycheck, CSEA shall be responsible for collecting said dues. CSEA will give the County 30 days notice of any change in the amount of dues to be deducted. The revocation rights of an employee relating to payroll deductions are recognized by CSEA under this Agreement in accordance with applicable New York State Law.

ARTICLE 7 - SIMPLIFIED GRIEVANCE PROCEDURE

The Public Employer and CSEA acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined hereunder.

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one or more of the provisions of this agreement, provided, however, that such terms shall not include additions of new positions or the discontinuance of existing positions, retirement benefits, disciplinary action, promotions, transfer or assignments of employees.

The provisions of this Article shall not circumscribe the right and privilege of any employee to initiate a grievance proceeding under the General Municipal Law.

STEP 1. The employee, with or without representation of CSEA, may discuss a situation with the immediate supervisor, the department head or the Personnel Officer. If the employee determines that a grievance does exist, the employee, with or without the representation of CSEA, shall discuss the grievance with the immediate supervisor at the earliest possible time convenient to both, but in any event within 90 days of the knowledge of the alleged grievance or dispute. The grievance procedure set forth herein shall be available to an employee provided that it is initiated within 90 days of the knowledge of the alleged grievance or dispute. Nothing in this step shall preclude the CSEA from filing a grievance on behalf of more than one (1) employee.

STEP 2. If the grievance is not settled at Step 1 to the satisfaction of the employee within two (2) working days, it will thereafter be submitted in the form of a written statement by the CSEA representative to the employee's department head. The written statement shall be signed by the employee involved and shall contain a concise statement of the nature of the grievance and reference to the section or sections of this agreement claimed violated.

STEP 3. If the grievance is not settled at Step 2 to the satisfaction of CSEA within five (5) working days, the grievance may thereafter be referred to the President of CSEA, who may submit an appeal on the agenda to the Public Employer. A meeting between two (2) representatives of CSEA and two (2) representatives of the Public Employer will be arranged to discuss the grievance or grievances, appearing on the agenda, within five (5) working days from the date the agenda is received by the Public Employer.

The Public Employer representatives shall be the County Executive, or some County official that he **or she** may designate.

STEP 4. If the grievance is not settled at Step 3, CSEA no later than fifteen (15) working days after a decision under Step 3, may request arbitration, under the terms and procedures of the New York State Public Employees Relations Board. Such expense as is necessary will be borne equally by the parties hereto. The decision of the arbitrator shall be final and binding.

No arbitrator functioning under this step of the simplified grievance procedure shall have any power to amend, modify, or delete any provisions of this agreement.

If any employee chooses the legal rather than the grievance procedure, the grievance shall be considered settled by the legal decision and not subject to consideration under this grievance procedure. If the grievance is processed under this grievance procedure outlined here, the determination shall be binding on the parties and not subject to legal interpretation.

ARTICLE 8 - DISCIPLINARY ACTIONS

1. The provisions of Section 75 of the Civil Service Law and the alternate procedure in paragraph three of this article, shall apply to all employees in subdivision 1 of Section 75 and to employees in the noncompetitive and labor classifications after the completion of a two-year period of employment.

2. Employee Rights. Unless an employee timely elects the alternate procedure as provided in this Article, such employee and the County shall be subject to and governed by Section 75 and Section 76 of the Civil Service Law, and the employees shall be deemed to have waived all alternate procedures. An employee shall have the following rights:

   (a) An employee shall be entitled to CSEA representation at each step of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law and the Alternate Procedure in paragraph three of this Article.

   (b) No employee shall be required by the employer to submit to an interrogation after charges under Section 75 or the Alternate Procedure in paragraph three have been served unless he/she is afforded the opportunity of having a CSEA 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/her hours, wages or working conditions as the result of the exercise of his rights under his Article.

3. In lieu of the procedures and rights contained in Section 75 and Section 76 of the Civil Service Law, an employee may elect to proceed under the following provisions.

(a) The hearing upon charges shall be held by a person designated from a panel of arbitrators provided by PERB in accordance with PERB rules of procedure. Upon the request of either party, the name of a panel member may be removed from said list.

(b) 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 appointing authority shall issue a determination in accordance with such decision. The hearing officer shall also recommend a penalty or punishment to be imposed in the event of find of guilt. The appointing officer of the department or agency concerned shall have the responsibility to determine or impose the penalty or punishment, provided, however, that should such penalty or punishment be more severe than the recommendation of the hearing officer, the employee may seek review of such determination pursuant to Article 78 of the CPLR but solely upon the grounds that the penalty or punishment is excessive.

(c) All conduct alleged by the County to constitute in competency or misconduct shall be contained in the charges 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 thereof made within 10 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the employer which will be relied upon at the hearing. Such written reports and records shall be furnished within ten (10) workdays before a hearing is scheduled.

(d) An employee who elects to proceed pursuant to the procedure provided for herein shall do so in writing at least seven working days after service of charges upon such employee. Such election shall be deemed a waiver of his right to appeal to the Civil Service Commission or the courts pursuant to CPLR Article 78 except that either the employee or the County may seek review of the determination of an appointing authority pursuant to CPLR Article 75.

(e) The method of selection and the selection of the panel referred to above and the method of designation of the hearing officer for a particular case shall be agreed upon by the County and CSEA provided, however, that it is presently contemplated that the essential method of selection of the hearing officer for a particular case shall be by agreement and, failing such agreement, then by lot from the panel established under subdivision 3 (a).

(f) Pending the hearing and determination of charges of competency or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not exceeding 30 days. If the employee is acquitted of said charges; he/she shall be restored to his/her

position with full pay for the period of suspension less the amount of compensation which she/he may have earned in any other employment or occupation.

(g) **The cost of the hearing officer before whom said charge shall be heard shall be borne equally between the CSEA and the County.** The charge for any stenographic record shall be equally borne between CSEA and the County.

(h) At a hearing conducted under this section the parties shall not be bound by the technical rules of evidence.

ARTICLE 9 – COMPENSATION

1. Effective January 1, 201**6** full-time and part-time employees shall receive a general wage increase of 1.**25%**.

2. Effective January 1, 201**7** full-time and part-time employees shall receive a **COLA* increase** added to base salary **not to exceed 2.5%, but no less than 1.75%**.

3. Effective January 1, 201**8** full-time and part-time employees shall receive a **COLA* increase** added to base salary **not to exceed 2.5%, but no less than 2.0%.**.

4. Effective January 1, 201**9** full and part-time employees shall receive a **COLA* increase** added to base salary **not to exceed 2.75%, but no less than 2.25%**.

***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.**

Minimum salaries **on the CSEA schedule will increase in 2017 and 2019 by the same amount as the wage increase listed above for that year**.

See Salary Schedule for salaries/wages by grade and title.

4. PERFORMANCE INCREMENTS

a) Each employee who is at step 4 or below shall receive a performance increment (Step increments= 3% of the base minimum hourly rate up to and including Step 5) on his/her anniversary date in title, provided that he/she has received a satisfactory performance evaluation. **Employees hired after the ratification of this Contract (January 21, 2016) will receive step increases every other year starting with their second anniversary and occurring every other year after that for a total of five (5) steps over ten (10) years.** For the purposes of this salary plan, the term "anniversary date in title" (current title or grade) shall mean the day upon which the employee assumed the duties and responsibilities of a

particular title, whether on a temporary, provisional, probationary or permanent basis, unless the assumption of the particular title is in the same pay grade as the employee's previous title as reflected in the records of the Department of Personnel.

b) Each unsatisfactory performance evaluation shall be accompanied by counseling, along with appropriate documentation which shall be transmitted to the employee during the course of the twelve (12) month period preceding his anniversary date in title.

c) Each employee who receives an unsatisfactory performance evaluation may utilize the following procedure:

1. Upon written request from the employee within thirty (30) days after receipt of an unsatisfactory performance evaluation, the department head and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the department head shall provide to the employee a written determination which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

2. Upon written request from the employee within ten (10) days after receipt of a determination affirming his/her unsatisfactory performance evaluation, the Personnel Officer and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the Personnel Officer shall provide to the employee a written decision which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

3. Upon written request from the employee within ten (10) days after receipt of a decision from Personnel Officer affirming his/her unsatisfactory performance evaluation, the Personnel Committee and the employee shall meet as soon as practicable to review the said performance evaluation. The Committee shall consider the unsatisfactory performance evaluation, the determination of the department head; the decision of the Personnel Officer and such other materials submitted by the parties, including oral testimony, which it deems relevant to the inquiry. The burden of proving unsatisfactory performance shall be upon the County. Within thirty (30) days after the said meeting the Committee shall issue to the parties a final and binding award which shall either affirm or reverse the said performance evaluation and state the reasons therefore.

4. Each employee who utilizes this procedure shall have the right to be represented by CSEA throughout the proceeding.

5. This procedure shall be the sole and exclusive method by which an employee may seek review of an unsatisfactory performance evaluation.

d) Each employee who has been on leave of absence other than military, sabbatical, educational or Workers' Compensation for a cumulative period of more than six (6) months during the twelve (12) months immediately preceding his/her anniversary date in title shall not be eligible to receive a performance step increment.

e) For the purpose of administering the salary plan, the employee shall not be given performance date seniority credit for the time spent on a leave of absence, except for military leave, educational, and Workers' Compensation leave.

6. PROMOTION:

a) Each employee who is promoted shall receive the minimum salary for his/her new title, except as follows:

1. Any employee who is promoted to a position which is in a higher grade level than the position previously held shall be entitled to receive the minimum of the new grade or 7% of the minimum of the new grade added to the employee's base salary, whichever is higher, upon assuming the duties of the new position. If the new base salary falls within the 5 step increment schedule, (step increments = 3% **or 2% per Article 4a of this agreement** of the base minimum hourly rate up to and including Step 5), the employee will be assigned the lower step designation, ie. new base salary falls between Step 3 and Step 4, the employee is assigned Step 3.

b) The promotional formula set forth herein shall be utilized in determining rates of pay for out of title work in accordance with the employment agreement between the Civil Service Employees Association and the County of Broome.

ARTICLE 10 - PARKING FEES

The parking fee for employees required to pay for parking at the County Office Building will be $20 per month. At such time as a new parking rate is instituted for County Administrative personnel, CSEA's rates will increase to that rate as well.

Employees granted a parking reimbursement shall have up to seventeen ($17.00) dollars per month reimbursed to them upon presentation of a proper receipt for the month's parking.

Any transfer, individually or by department, which results in a change of the parking site shall be governed by the parking policy of said site; i.e., a department employee who is transferred from a site where a fee is charged (Governmental Plaza) to a site where no fee is charged (Social Services Building) shall not be required to pay a parking fee and vice versa.

ARTICLE 11 - HIRING NEW EMPLOYEES

Department heads or others empowered to hire must hire at the minimum of the range established for the position unless otherwise authorized by the County Legislature and the Union shall be so notified.

ARTICLE 12 - LAYOFF AND RECALL

SECTION 1 - COMPETITIVE EMPLOYEES

a) Layoffs shall be handled in accordance with Civil Service Law.

SECTION 2 - OTHER EMPLOYEES

a) Layoff and Notification: It is understood and agreed that in the event the employer plans to lay off employees in the bargaining unit for any reason, the employer will notify the Union in writing of its plans at least one month prior to the effective date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five work days of such notification to review the anticipated layoff and the effect it will have on employees with the bargaining unit.

b) If, after the implementation of the above, the Employer establishes that a layoff still is necessary, then such layoff shall be accomplished by laying off, first, all employees with temporary appointments within classifications and department. If further layoffs are necessary, permanent employees shall be laid off in classifications within department, in the inverse order of their seniority.

c) Any employee to be laid off shall receive no less than 14 calendar days written notice.

d) Laid off employees shall be placed on a recall list in order of their seniority by classification. If the County establishes, funds and decides to refill the previous positions that were abolished for a period of two years, then the employees shall be offered their former position if the following conditions are met:

1. The person is qualified to perform the work, as determined by the County.

2. The person is physically able to perform the work required, as determined by the County.

3. The person must accept the County's offer of re-employment (sent to their last known address) within three (3) weeks, and actually start work within the same three (3) weeks, or the person shall be considered resigned.

ARTICLE 13 - ASSIGNMENTS

Regular full-time employees assigned in a higher job classification will have their salaries adjusted upward subject to the following conditions:

1. Employees must be assigned in the higher classification an accumulated period of ten (10) working days to qualify. Such ten (10) days must be within a ninety (90) day time period.

2. Except for those employees assigned to a higher classification on a regular and continuing basis, employees must be assigned for a period in excess of two (2) days.

3. Upon the written approval of the Personnel Officer, the employee's salary will be adjusted on the same basis as set forth in the first paragraph above. Said adjustment will cease upon completion of the assignment.

ARTICLE 14 - LEAVE FOR CSEA MEETINGS

Leave will be granted to any CSEA member to attend regional and statewide meetings of the Civil Service Employees Association without loss of pay. The leave granted herein shall not exceed a total of thirty-two (32) employee days per year for all employees covered by this Agreement to attend such regional and statewide meetings. Written notice for such leave, certified to by the President of CSEA, must be presented to the department head, with a copy to the Personnel Officer, at least five (5) working days prior to the requested leave time. The thirty-two (32) days herein provided to attend CSEA conferences or meetings shall include travel time.

The President of the Broome County Unit of CSEA will be allowed a reasonable amount of leave with pay away from his/her regular duties in order to attend conferences and meetings of CSEA and to handle the CSEA business of the employees covered by this Agreement. If the President is unable to perform his/her duties, the Broome County Unit of CSEA may designate another representative to act in place of the President by giving written notice to the Public Employer. Leave for the President to attend CSEA conferences is not to be deducted from the total of thirty-two (32) employee days as hereinabove provided. Reasonable notice to supervision must be made by the union official before union time off shall be allowed.

Certain employees designated as CSEA Certified Grievance Representatives will be allowed reasonable time away from their duties to discuss grievances with other employees within the representative department or division and to assist or represent a grieved employee at Steps 1 or 2 of the grievance procedure as set forth in Article 8. A list of Union Stewards and CSEA Certified Grievance Representatives will be maintained by CSEA, who shall have the right to substitute, add or delete names from said list from time to time as they deem necessary. Such lists shall be updated every six months and a copy forwarded to the Broome County Department of Personnel.

ARTICLE 15 - MEETING ROOMS

The County grants CSEA the right to use County meeting rooms. Arrangements for the use of such space shall be scheduled with the Clerk of the County Legislature.

ARTICLE 16 - BULLETIN BOARDS

The Public Employer shall supply and erect bulletin boards for the exclusive use of CSEA in prominent locations at County worksites with eight or more CSEA represented employees. CSEA shall have the right to post notices and other communications in other areas besides those described above, subject to the prior approval of the content of such notices and communications by the Public Employer.

ARTICLE 17 - BASIC WORK WEEK

1. The basic maximum work week for employees in County departments, agencies and institutions, other than employees compensated on an hourly or per diem basis, unless otherwise provided herein, shall be a five-day week, Monday through Friday, except where contrary days of employment exist.

2. The Department Head in his/her absolute discretion shall have the right to designate any department work hours in County Government between 6:00 a.m. and 7:00 p.m. on said Monday through Friday, and establish appropriate work forces to be maintained by the number of employees he/she determines appropriate to staff the department. The workday will entail working continuous, consecutive hours unless otherwise agreed to by the employee and Department Head.

3. Where in any department where the Department Head desires to change or modify the work schedule, the employees necessary to maintain and operate the department shall be chosen as follows:

   a. They shall have at least ten (10) working days notice of said change.

   b. Volunteers by job classification shall have first preference.

   c. In the event that volunteers are insufficient to meet the department's manpower needs, employees with the greater longevity of employment with the County shall have preference.

   d. It is further agreed that the initiation of any changes pursuant to paragraph 2 herein shall not result in increased individual daily work hours.

4. Employees in institutions and in positions of a nature requiring emergency or continuous service, establishment of working hours shall be within the discretion of the department heads who shall file a complete schedule of employees' working hours with the Department of Personnel. An example of such is in the Aviation Department. Maintenance staff assigned to four- 10 hour/day work schedules will have a paid meal break of 30 minutes to allow for immediate response in the event of an emergency.

5. The Department Head is hereby specifically authorized to develop and implement a flextime program, except that no employee shall be required to work other than the basic maximum workweek as established or modified herein.

6. Nursing Home employees scheduled to work a Saturday, Sunday, or holiday and who call in ill will be scheduled to work the following Saturday, Sunday, or Holiday as make up. Such make up day will not result in the employee receiving overtime payment, as during the pay period a day off will be exchanged for the make up day.

7. Seniority will be defined as the employee's first date in continuous service in a classified title within the County in the application of promotions, transfers, filling of vacancies or assignments. Seniority will be a final consideration when all other criteria are equal.

8. I. Shift Bidding – Department of Emergency Services

A. Shift bidding shall take place twice a year to determine the dispatchers shift preference. Bids will take place in January for the period March through August and in July for the period September through February. The bids shall be according to Seniority in Classification.

B. Shift assignments will be made taking into account the dispatchers shift preference and Departmental seniority whenever possible, but the department's needs for proper staffing will be the first consideration.

C. Seniority in Classification will be determined based on the following criteria:

1. Date of hire as a full-time Emergency Services Dispatcher with Broome County.
2. A two-month credit will be given for each full year and a one month credit will be given for each partial year of part-time Emergency Services Dispatcher service with Broome County.
3. In the event two dispatchers have the same hire date, then their civil service list position will be used for determination.
4. Dispatchers transferred from the City of Binghamton will have seniority from their date of hire as a dispatcher with the City of Binghamton.

D. Dispatchers may request to change shifts during a period by submitting a written request signed by both dispatchers who want to switch shifts to the Communications Supervisor.

ARTICLE 18 - OVERTIME, EXTRA HELP AND NIGHT RATES OF PAY

1a) In departments where the County Legislature has authorized payment of overtime, the employee may be paid overtime or accrue compensatory time, as determined by the Department Head and within the Department's budgetary limits for overtime.

1b) Where the Department Head elects payment, the employee shall be paid time and one-half their regular straight time rate for all work performed in excess of 40 hours per week.

1c) Where the Department Head elects compensatory time, the employee shall accrue paid time off at the rate of time and one-half for all work performed in excess of 37½ hours per week or 40 hours per week, depending on the person's regular work schedule.

1d) Compensatory time accrued in accordance with Section C above shall be taken within 120 calendar days of accrual. The actual scheduling of time-off shall be at the discretion of the Department Head. Employees shall be paid for accumulated compensatory time when they leave the County's employ.

1e) Any overtime shall be with the express approval of the Department Head, or their designee(s).

1f) In the Security, Airport and Central Foods and Nutrition Services Departments, where an employee's work schedule does not provide for holidays, the following shall apply:

1) Where an employee's regular schedule does not require him or her to work the actual holiday, the employee shall receive an extra day's pay or compensatory time in accordance with existing policies. (i.e. 5 days worked/ 48 hours pay)

2) Where an employee's regular schedule requires the employee to work the actual holiday, he or she shall receive time and one-half for hours worked on the actual holiday or compensatory time and one-half in accordance with existing policies, in addition to the day's pay provided for in (a.) above. (i.e. 5 days worked/ 52 hours pay)

3) Where an employee's regular schedule does not require the employee to work the actual holiday, and the employee is called into work, he or she shall receive time and one-half for hours worked on the actual holiday or compensatory time and one-half in accordance with existing policies, in addition to the day's pay provided for in (a.) above. (i.e. 6 days worked/60 hours pay)

1g) All nursing home personnel who work a star day schedule shall be paid time and one-half for all hours worked on the following holidays: New Year's Day, Lincoln's Birthday or Washington's Birthday as provided herein, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Lincoln's Birthday shall be observed as a premium holiday in even-numbered years, and Washington's Birthday shall be observed as premium holiday in odd-numbered years. In the event New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on a Saturday or Sunday time and one-half will be paid on the actual holiday and not on the observed (Friday or Monday) holiday. The present star day procedure will continue in effect. All nursing home personnel who do not work a star day schedule will receive holidays as provided by Article 19 of this agreement.

1h) If the majority of an employee's regularly scheduled hours per day fall between 3:00 p.m. and 11:00 p.m., they shall be paid **fifty-five** (**55**) cents per hour shift differential.

1i) If the majority of an employee's regularly scheduled hours per day fall between 11:00 p.m. and 7:00 a.m., they shall be paid **sixty** (**60**) cents per hour shift differential.

1j) At Willow Point Nursing Home only the following differentials apply:

Nursing Assistant $.**75**/hr. 2nd shift
.65 /hr. 3rd shift

Nurses **(LPN, SLPN, RPN, SRPN, Charge Nurse)**
1.20/hr. 2nd shift
.75/hr. 3rd shift

Weekend differential (Friday 11:00pm to Sunday 11:00pm)

Nurses	$ .50/hr.
Nursing Assistant	.25/hr.

Staff Assigned to Supervisory duties on weekends and holidays (in accordance with Article 18, Section 1(g) and Article 19) shall receive a stipend of $3.00/hr. for all hours worked in this capacity. This stipend will be paid on the actual holiday and not on the observed (Friday or Monday) holiday.

In departments where employees work a schedule consisting of 4 days on and 2 days off the following shall apply:

1) Where an employee's regular schedule does not require he or she to work the actual holiday, the employee shall receive no additional compensation for the holiday.
2) Where an employee's regular schedule requires the employee to work the actual holiday he or she shall receive an additional days pay.

2. Shift employees and Airport Maintenance employees shall receive one (1) hour additional pay at their regular rate when called out by their department to work a schedule other than their own.

   a) Shift employees called out to work by the County, exclusive of contiguous hours shall be paid one (1) hour additional pay at straight time, when they actually report for such a call out.
   b) Shift employees are defined as those employees who work in an operation where at least an entire morning shift and an entire afternoon shift are utilized by management.
   c) A call out is defined as when the County calls an employee during his/her off hours, to come back to work. A call out shall not pertain to work scheduled by management, in advance.

3. At the Department Head's discretion, within the department's budgetary limits for overtime, overtime shall be monetarily compensated in lieu of compensatory time.

4. Employee's time off which is paid and approved shall be construed as work time for overtime calculation purposes. However, sick time is to be excluded for calculation purposes.

5. Nursing home employees who work a star day schedule shall have their overtime calculated on the basis of work performed over eight (8) hours in a work day, or over eighty (80) hours in a fourteen (14) calendar day pay period. All other nursing home personnel shall have overtime calculated as outlined above.

6.a) On-call pay shall be established in order to provide 24 hours coverage where necessary. Employees required to be on-call shall be paid at a rate equivalent to $20/day for on-call status.

The existing on-call procedures for Child Protective Workers at the Department of Social Services established by Resolution No. 190, C, in 1984 will remain in effect with monetary changes as follows:

Primary assignments - Each weekday shall be at $15; each weekend day shall be at $25.

Secondary assignments- Each weekday shall be at $20; each weekend day shall be at $30.

Primary and secondary assignments which include covering a Holiday (as defined in the CSEA labor agreement) shall be given one (1) day off as approved by management within 120 days of its accrual. In the event the employee is not allowed to take the day within the 120 limit, they shall be paid one (1) day's base pay.

b) On-call shall be defined as a specific assignment of being on-call for a specified period of time. If the employee is not reachable or cannot / will not report, such employee is considered not available and will not be eligible for on-call pay even if a pager/beeper is worn.

c) 1) Airport employees required to wear pagers will be advised of their on-call status no earlier than 3:00p.m. and no later than 4:00 p.m. on each scheduled work day. Employees will be told if they are on-call and the number of hours they are on-call.

2) While on-call, employees shall conduct themselves to ensure, at a minimum, the following:

a) Response time to the Airport within 45 minutes of being paged or as soon thereafter as weather and road conditions permit.

b) No alcoholic impairment.

d) Nurses at the Health Department required to be on call. (Each on-call tour being about 12 hours in duration.) Each week day on-call (Monday through Friday) shall be worth $20 and each weekend on-call tour shall be worth $30. Each holiday on-call tour (24 hours) shall be worth $65.

If the employee does not meet the above conditions or is in some other way unable to respond in a timely manner and perform, such employee will not receive the on-call pay or any applicable call out pay.

ARTICLE 19 – HOLIDAYS

1. Listed Holidays. These days and only these days prescribed by law for the observance of New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day, shall be observed as holidays.

1a) Employees shall be granted four (4) days paid leave in lieu of Lincoln's Birthday, Martin Luther King Day, Election Day, and Columbus Day. The above days off shall be granted only at such time as the work of the Department will permit. Employees shall not be allowed to carry-over the time off from year to year, but they shall use the days during the current work year. Employees who leave County service before working the holiday floated, shall have such time deducted from their final paycheck.

1b) Any unused floating holiday as of December 31st will be converted to sick time.

1c). When a holiday falls on Saturday or Sunday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

2. For Department of Public Transportation, Dispatchers, Transit Mechanic Supervisors, Mobility Manager and Transit Route Clerks shall be granted three (3) additional days paid leave in lieu of President's Day, Veterans Day, and the Day after Thanksgiving.

2a) For the Department of Public Transportation, Dispatchers, Transit Mechanic Supervisors, Mobility Manager and Transit Route Clerks, when working the observed holiday on Friday or Monday, will receive time and one-half pay for all hours worked (an extra "half" pay for the day). They will also receive a floating holiday or compensatory day to use in the future.

3. New Employees. Any employee appointed as of January 1 to a regular budget line item shall be paid from the first day worked following the date of appointment, unless otherwise specified in the letter of appointment.

4. All employees must work or be covered by authorized leave on the workdays immediately preceding and following the holidays listed in paragraph one above in order to receive pay for the holiday.

5. Nursing home Employees. Nursing Home employees shall not be required to work Christmas Day, New Year's Day, Thanksgiving Day and the 4th of July in two (2) consecutive years.

6. The holiday policies at Willow Point Nursing Home as of January 1, 1981, with the exception of paragraph 5, shall remain in full force and effect.

ARTICLE 20 - VACATION

1) Full time employees shall be entitled to vacation as follows (all service requirements are defined to mean continuous years of service):

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

Employees who have completed (1) year but less than five (5) years of service as of January 1st, shall receive twelve (12) days of vacation.

Employees who have completed five (5) years but less than ten (10) years of service as of January 1st, shall receive seventeen (17) days of vacation.

Employees who have completed ten (10) years but less than fifteen (15) years of service as of January 1st, shall receive eighteen (18) days of vacation.

Employees who have completed fifteen (15) years but less than seventeen (17) years of service as of January 1st, shall receive nineteen (19) days of vacation.

Employees who have completed seventeen (17) years of service as of January 1st, shall receive twenty (20) days of vacation.

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

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

Employees who have completed twenty (20) years or more of service as of January 1st, shall receive twenty-three (23) days of vacation.

The vacation year shall run from January 1 through to and including December 31. Vacation earned in one year is eligible to be taken the following year. Regular part-time employees shall receive one-half credit for each month worked regular part-time.

2. An unauthorized absence of one year or less or authorized absence without pay shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

3. An employee who has completed one year of continuous service shall be entitled each year to a carry over of one (1) week only of accrued vacation. After five years of continuous service, an employee shall be entitled to carry over twelve (12) days of accrued vacation time. Carry over of up to a maximum of fifteen (15) days of accrued vacation time will be allowed with the approval of the employee's department head. Any authorized carry over days in excess of twelve (12) days must be used or taken prior to any separation from employment and will not be paid at time of separation from employment with Broome County.

   Notification of the intent to carry over will be made by October 1 of each year. In addition, when an employee is reimbursed vacation time as a result of a workers' compensation award made after September 1, the employee may carryover up to ten (10) of those days in addition to the carryover mentioned above.

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

5. Vacation shall be granted only at such time as work of the department will permit.

6. 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 in the department to which he/she is transferred.

7. Vacation days which are to be deducted under this Agreement are to be only

those days which the employee would have normally had to work.

8. No vacation time is accumulative for any period when the employee is absent without pay.

9. Money for any vacation due an employee who resigns or retires will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation.

10. Subject to the approval of the department head as set forth in Paragraph 4 above, employees shall be allowed to take vacation time in units of one hour or greater except that employees at Willow Point Nursing Home shall be able to use a minimum of three (3) days of accumulated vacation time each year on a one-half, one, two or three day unit basis.

11. Any employee discharged for cause will be entitled to no accumulated vacation.

12. Full-time employees working a 37½ hour work week shall accrue vacation time in an amount equal to 7.5 hours/work day. Full-time employees working a 40 hour workweek shall accrue vacation time in an amount equal to 8 hours/work day. Full-time employees will be charged vacation in an amount equal to the number of hours actually taken. i.e. an employee who works an 8 hour day and takes one day vacation will be charged 8 hours. (AN EMPLOYEE WHO WORKS A 10-HOUR DAY AND TAKES ONE DAY VACATION WILL BE CHARGED 10 HOURS).

II. Vacation Bidding - Department of Emergency Services

A. Employee shall bid for vacation during two periods, February 1 to February 15 and August 1 to August 15. The bid shall be for both 6 month shift periods March 1 to February 28 (February 29 on leap years).

B. The bids shall be according to seniority in classification.

C. Employees may pass during the first bid period but must make their selection by the second bid period, or they shall forfeit their remaining vacation, except for carryover as described in their union contract.

D. Bids shall be in blocks of 4 days. The number of required blocks to bid shall depend on accrued days:

< 5 total days:	No blocks required
5-9 total days:	1 block required
10-16 total days:	2 blocks required
>16 total days:	3 blocks required

ARTICLE 21 - SICK LEAVE

1. Application of Rule. After completion of one (1) month of continuous service, full-time, and regular part-time, shall be entitled to accumulated sick leave as

hereinafter provided from the time of their employment.

2. a) Sick Leave Credits. A credit for sick leave under this Article shall be allowed at the rate of one working day per month for each month of service. Employees will accrue a total of twelve (12) sick days per year. No credit for sick leave under this Article 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.

   b) Department Heads may allow use of sick leave in units of one hour or greater.

   c) Full-time employees working a 37½ hour work week shall accrue sick leave in an amount equal to 7.5 hours/work day.

   d) Full-time employees working a 40 hour workweek shall accrue sick leave in an amount equal to 8 hours/work day.

   e) 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).

3. Sick leave credits may accumulate to an unlimited number of days.

4. Reason for granting of sick leave. Sick leave with pay may be granted in accordance with this Article by a Department Head to an employee when incapacitated or unable to perform the duties of his/her position by reason of:

   a. Sickness or injury.

   b. Serious illness of the employee's spouse or child, requiring care and attendance of the employee, not to exceed 10 days in any one year. This limitation does not apply in absences pursuant to the Family and Medical Leave Act.

   c. Serious illness in the employee's immediate family, requiring care and attendance of the employee, not to exceed 5 days in any one year. This limitation does not apply in absences pursuant to the Family and Medical Leave Act.

   d. Quarantine regulations.

   e. Medical or dental visits.

   The term "immediate family" as used herein shall include spouse, child, father, mother, grandparents, or a person occupying the position of a parent of the employee or his/her spouse, or any other relative who is an actual member of the employee's household.

5. Notice of absence on sick leave. When absence is required under this Article, the

employee shall report same to the department head before 9:00 a.m. in the departments where the stated working hours of 8:30 a.m. to 5:00 p.m. are effective. In institutions and in positions requiring replacement in case of absence, the time for reporting absence shall be at the discretion of the department head, and the department rule governing the time of reporting shall be filed with the Department of Personnel. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department head, the absence shall not be deductible from sick leave but shall be considered as time off without pay.

6. Verification and proof of illness. Before absence for personal illness of three (3) or more consecutive work days may be charged against accumulated sick leave credits the appointing authority may require such proof of illness as may be satisfactory to it, in the form of an employee leave certification, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the appointing authority. Proof of illness may be required for absences of less than three (3) days in the event that a pattern of abuse has been identified.

   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 the report of medical examination the appointing authority 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.

7. Sick leave records and reports. Each department shall maintain an accurate record of attendance and sick leave status of each employee. The Department Head shall give to any employee upon request a record of the accumulated sick leave credits.

8. Transfer of sick leave credits. In case of transfer to another County department, accumulated sick leave shall be transferred with the employee, and he/she shall receive credit in the department to which he/she is transferred.

9. In the event that an employee is absent one-half day or less, sick leave will be charged, unless the Department Head approves the completion of an equivalent amount of compensatory time.

10. Abuse of sick leave shall be grounds for disciplinary action.

11. Employees working less than full-time. Compensation in cases where employees return from sick leave and work less than full-time under physician's orders shall be compensated at a rate apportioned to the time they work based upon their annual salary as established in the Budget. The employee shall file with the Department of Personnel a copy of the physician's order requiring part-time employment. The part-time employment shall not exceed a period of three months after return from sick leave.

12. Disability Insurance

A. Effective January 1, 2010 the County will provide disability insurance to qualifying,

benefit eligible, employees on the first of the month following six months of employment.

B. The County will share the cost of disability insurance at a level of 50% of the insurance premium per capita rate up to the level of $19.19. Any rate amount over $19.19 will be paid 25% by the County and 75% by the employee. Parties agree to negotiate all cost containment items.

C. The disability insurance will provide the following:

a. Coverage to begin on the fifteenth (15th) calendar day of injury or illness.

b. Employee will receive 70% salary up to a maximum of $350.00 per week.

c. Benefits are available for a total of 26 weeks in a 52 week period.

d. Employees must use either all of their accumulated sick days or 14 sick days, whichever is less, prior to collecting disability benefits. However, employees may choose to use more than 14 sick days or vacation time prior to collecting disability benefits.

D. Employees will continue to accrue sick time in the manner provided by the Labor Agreement.

E. While an employee is receiving disability payments all benefits will continue to accrue in accordance with the Labor Agreement. The employee will be considered to have no interruption of service while on disability.

13. Employees may donate accumulated sick leave to fellow employees who have exhausted their sick leave and disability benefits due to an extended illness or injury. Such donation is limited to one day donated per instance. Such request must have the approval of the Personnel Officer. In the event approval is not given such denial is not subject to the grievance procedure.

ARTICLE 22 - 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. A leave of absence request must be submitted to the Department Head 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 90 days, (except medical and civil service leaves) shall also be submitted to the Personnel Committee of the County Legislature 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 maximum amount of leave will not exceed one year. Approval beyond the FMLA required period and CSEA disability period will be at the discretion of the employee's Department Head based on staffing, workload requirements, and work record of the requesting employee.

2. LEAVES FOR EXTENDED ILLNESS

Leaves for extended illness shall not commence until all paid leave time is exhausted. This shall not apply for leaves for Workers' Compensation and CSEA Disability Insurance.

3. LEAVE FOR EDUCATIONAL PURPOSES

On the approval of the Personnel Committee, 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 that will increase the usefulness and efficiency of the employee in his/her position.

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 permanent employees to serve provisionally in another position in the competitive class within the same department. 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 except with the approval of the Personnel Officer. Employees not completing the probationary period who have no leave of absence from their prior position may seek reinstatement.

5. LEAVE FOR OTHER REASONS

Leave of absence without pay for reasons other than those cited in this Article shall be granted by the department head only in unusual circumstances, which in the judgment of the department head, justified the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Department of Personnel, and the granting of such leave shall be subject to the approval of the Personnel Committee. Employees must exhaust paid leave time, except sick leave time, prior to the commencement of a non-medical unpaid leave of absence. Employees requesting a leave pursuant to the Family and Medical Leave Act to care for a sick family member must exhaust all sick time prior to beginning the unpaid leave. Employees seeking to extend such leave beyond the FMLA required leave must exhaust all paid leave time prior to the extension of the unpaid leave.

6. LEAVE FOR OTHER REASONS EXCEPTIONS

Leave of absence for reasons for 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 employment or becoming self employed will be considered resigned from Broome County employment unless the leave has been approved to accept other employment.

7. ABSENT WITHOUT AUTHORIZED LEAVE

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

absence. The failure of the employee to return to his/her position within ten (10) work 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. Nothing herein shall be deemed to excuse the unauthorized absence of an employee of his/her failure to return to his/her position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding. The County may fill the position only on a temporary basis during the first ten workdays from the commencement of the unauthorized leave.

NOTE: See Educational Leaves for County professional employees, Resolution No. 257 of 1964, and Educational Leaves for non-professional employees, Resolution No. 258 of 1964.

8. Except as may be otherwise provided herein, no fringe benefit authorized by this Agreement shall accrue while an employee is on a leave of absence without pay. Employees on a leave of absence because of a work related injury will not lose time for the purposes of longevity payment.

9. The maximum amount of leave shall be one (1) year, unless the Personnel Committee specifically votes to extend the leave. Any extensions voted by the 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 manner.

10. Employees on a medical leave of absence, collecting disability benefits or workers' compensation benefits and who are found to be employed by another employer may be subject to discipline.

ARTICLE 23 - MILITARY LEAVE OF ABSENCE

All military leaves of absence shall be granted pursuant to military law.

ARTICLE 24 - HEALTH INSURANCE

1. The Public Employer agrees to continue and maintain a health insurance program which provides benefits equivalent to those provided on December 31, 2009. The County shall have the authority to make health insurance plan changes with the goal of reducing future escalation of health care costs in conjunction with, but not limited to, recommendations of the advisory committee.

When the statewide insurance plan becomes more cost-effective for Broome County and its employees than the current self-insured plan, the Public Employer reserves the right to switch insurance plans.

a. All employees eligible for health insurance coverage hired subsequent to final ratification of this contract agreement will be eligible for medical insurance coverage in the Broome County RMSCO Advantage Plan only on the first of

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

Employees hired after the ratification of this contract (January 21, 2016) who Elect health insurance will be signed up for the Advantage Plan. Those employees shall remain on the Advantage Plan until they have reached three (3) years of service. Once they have reached three (3) years of service, those employees may elect a different health plan during the next open enrollment period if they choose to do so.

b. Insurance eligible employees hired on or after the final ratification of this contract agreement shall pay **22%** of the premium cost for employee and dependent coverage for the life of the contract. Current employees as of the final ratification of this contract will continue to pay **20%** of the premium cost for employee and dependent coverage.

2. Regular part-time employees hired prior to June 1, 1979 shall be entitled to payment of health insurance as set forth above. Regular part-time employees hired on June 1, 1979 or subsequent thereto shall be entitled to premium payments of the County of 50% for single coverage and 50% for family coverage.

3. All employees moving from a full-time status to a part-time status prior to June 1, of 1979 shall be entitled to a continuation of coverage based on their full-time status.

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

5. A pre-admission certification program shall be made part of the County Health Plan.

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

Generic prescriptions	$5 per prescription
Formulary Brand Name prescriptions	$20 per prescription
Non-formulary prescriptions	$35 per prescription

Mail Order – 90 Day Supply
Effective January 1, 2013, mail order RX co-pays will be $10/$40/$70.

7. The parties agree to re-open negotiations for the purpose of discussing the establishment of dental and vision insurance coverage.

ARTICLE 25 - BEREAVEMENT LEAVE

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, three (3) days with regular pay to arrange for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law of the employee, of any other relative who is an actual member of the employee's household or the grandparents of the employee's spouse. One (1) day bereavement leave will be allowed to attend the funeral and/or burial of the aunt or uncle of the employee or a sister-in-law or brother-in-law of employee's spouse. The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time. In the event of extenuating circumstances, the employee may file a request directly to the County Executive to authorize additional bereavement days off. At the sole discretion of the County Executive and with his/her written consent, an employee may be granted additional bereavement depending on the circumstances.

The employee's Department Head or designee may require proof if the Department perceives the employee is exhibiting a pattern of attendance problems and/or sick leave abuse.

ARTICLE 26 - LIFE INSURANCE

Employees defined in Article 4 shall be entitled for coverage for an amount of $5,000 in a life insurance program as authorized by the County Legislature.

The Public Employer agrees to pay the premium for such Group Life Insurance Plan.

ARTICLE 27 - LONGEVITY SERVICE PAY

A. Full-time employees will be paid longevity service payments upon the completion of each of following years of service:

Years	Payment
6-9	$600
10-14	800
15-19	1,100
20-24	1,300
25-29	1,500
30+	1,700

Employees hired after the ratification of this contract (January 21, 2016) will receive longevity service payments beginning their fifteenth (15) year of service.

B.

1. All employees who receive longevity payments for the first time will receive such payments in a lump sum in November of each year.

2. Employees were given a one-time choice to receive their longevity payments in a lump sum or included in their bi-weekly pay.

3. An unauthorized absence of one year or less or authorized absence without pay shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

C. The longevity increments provided for in this Article shall be in addition to negotiated salary increases due the employee pursuant to the then existing salary schedule or any increase due said employee as a result of a promotion. Such increase shall become payable commencing with the first full pay period following the completion of the years of service required.

ARTICLE 28 - PENSIONS

Effective January 1, 1989, the Public Employer agrees to provide Plan 75(i) coverage for all employees covered by this Agreement.

Effective January 1, 1973, all employees covered under this Agreement shall be eligible to receive the benefits of Section 41 (j) (conversion of unused sick leave benefits) as provided by the law. The entire premium for this benefit shall be paid by the employer.

ARTICLE 29 - BENEFITS TO REGULAR PART-TIME EMPLOYEES

Regular part-time employees as defined in Article 4 herein shall be entitled to the following benefits only:

1. Holidays – Employees will be paid the number of hours regularly scheduled to work on the days the holiday falls. If the employee is not regularly scheduled to work on the day a holiday falls, no payment will be made.

2. Vacation - The provisions of Article 20 shall apply to all regular part-time employees, except they will receive one-half the number of vacation days as set forth for full time employees. In addition, part-time employees may carryover one-half the number of vacation days as set for the full-time employees.

3. Sick Leave - The provisions of Article 21 shall apply to all regular part-time employees, except they will receive one-half day per month for each month of service.

4. Longevity Service Pay - The provisions of Article 27 will apply to all regular part-time employees, except they will receive one-half (1/2) the amount set forth for full-time employees.

5. Health insurance as set forth in Article 24.

6. A temporary employee filling a position during a leave of absence shall be entitled to full benefits granted to permanent employees when such positions so filled will reasonably be expected to become permanent appointments.

7. When a part-time employee is entitled to bereavement, as defined in Article 26, they shall be eligible for three (3) work days off, if scheduled, from the death of a relative, and shall be paid for the amount of time they would have ordinarily been scheduled.

ARTICLE 30 - TRAVEL ON COUNTY BUSINESS

1. Attention is called to the following extract from Penal Law, Section 175.35-: "A person is guilty of offering a false instrument for filing in the first degree when, knowing that a written instrument contains a false statement or false information, and with intent to defraud the state or any political subdivision thereof, he offers or presents it to a public office or a public servant with the knowledge or belief that it will be filed with, registered or recorded in; or otherwise become a part of the records of such public office or public servant." Offering a false instrument for filing in the first degree is a Class E. felony.

2. All accounts or statements must be submitted on a standard or approved form, and the claim voucher certified by the employee, as required for all claims. All vouchers must be accompanied by receipts for rooms, lodging, meals, tolls, thruways, parking fees, etc. All vouchers submitted without same will automatically be returned to the employee. Employees using their automobiles regularly should submit their claims monthly. Employees who use their automobiles occasionally may elect to submit their claims quarterly. If in the opinion of the County Comptroller circumstances were such that receipts were not obtainable, the receipt requirement will be waived.

2. Claims for mileage must list all business stops and the distance traveled between these stops, except within a city, town, or village, in which all stops must be listed, but if short mileage (less than two (2) miles) is involved, the mileage traveled can be listed after the last stop within such city, town, or village.

3. No mileage reimbursement will be allowed for travel between residence and Court House or other County buildings, except as such reimbursement may be authorized by state law or by regulations of the County Legislature, in which case mileage claim must state and give reason. In cases where an employee starts from his/her residence on official business mileage will be paid in the amount that would have been paid if the employee had begun official business from the work site. In addition, if the employee returns home from an assignment without first returning to the work site mileage will be paid as if the employee had returned to the work site. Beginning official business from home or returning home without returning to the work site first requires authorization from a supervisor.

4. Any person or employee traveling by an indirect route must assume the extra expense, as reimbursement will be based only upon such charges as would actually be incurred by traveling the most direct route. This rule will be waived when the use of expressways, even though not the most direct route, will result in the reduction of travel time.

5. In order to receive reimbursement for mileage at rates hereinafter provided, and for travel expense incurred by attendance at conventions, meetings of associations or organizations, such attendance must have been previously authorized by the County Executive. Such expenses must be listed on a Broome County travel voucher, and accompanied by hotel bills, convention or meeting registration receipts, airline, bus, or train receipts or seat checks, toll and parking receipts. Meals and taxi fares must be listed separately. When claiming taxi fares, starting point and destination must be listed, and if claiming such fares when automobile is available, reason for such charges must be given. Reasonable customary tipping will be allowed, and should be included in the respective taxi charges.

6. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival in the County.

7. When the use of a personally-owned car is authorized by the County Executive to operate on business for the County, all regulations herein contained must be observed, and the rules of reimbursement herein stated will be allowed in all cases, except as otherwise authorized, allowed and directed by state law.

8. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuance of County business, or to such meetings as may have been previously authorized.

9. All County employees traveling outside the County must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursement expenses.

10. It is intended that the rates prescribed herein shall be maximum, and actual expenses only shall be charged. Said rates shall not be exceeded, except in such cases and for such employees as are specially excepted and otherwise authorized and directed by state law for particular cases.

11. The mileage rate shall be equal to the mileage allowance pursuant to Federal IRS regulations. Increases shall become effective concurrent with any IRS change.

12. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of fifty (50) cents per hotel stay. Tipping for other types of lodging is not regarded as necessary or customary, and therefore not allowable.

    When the spouse accompanies a County employee, the amount of room charges allowable shall be computed on the basis of the ordinary single room charge allowable to County employees who are not so accompanied by a spouse.

13. Actual and necessary charges for meals shall be allowed. These may include a reasonable tip and, when claiming reimbursement, need not be claimed separately.

14. Emergency repair work only shall be authorized on County cars while out of the County. In claiming reimbursement, an explanation of the reason for such repair work should be given.

15. County-owned cars should be fully gassed at County pumps before leaving the County. Gasoline credit cards should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the Comptroller with his voucher for reimbursement.

16. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of party with whom communication was held.

17. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.

18. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed, where the same is directly connected to travel for County purposes.

19. Employees whose mileage reimbursement averages $100 per month or greater, will receive a $100 per month advance mileage payment.

ARTICLE 31 - SCOPE OF AGREEMENT

This Agreement constitutes the entire understanding between the Public Employer and CSEA.

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 by this Agreement or with respect to any subject or 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 there under. If such discussions lead to an agreement to add to, delete or modify any of the terms of this 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.

Only those previous rights, privileges and benefits established and made permissible by the County relative to subject matters not specifically covered by this agreement shall remain in full force and effect throughout the life of this agreement.

ARTICLE 32 - NEGOTIATION OF NEW AGREEMENT

The Public Employer and CSEA agree that negotiations for a new Agreement shall commence not later than on or about **August 1, 2019**.

ARTICLE 33 - BRIEF MANAGEMENT PERSONNEL

The County hereby agrees to brief all management and supervisory personnel on the contents of this Agreement as soon as possible after the execution of said Agreement by the parties hereto.

ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE

1. There shall be a Countywide Labor-Management Committee whose purpose shall be to discuss and seek solutions to workplace issues and inequities, both immediate and future. The Committee shall normally consist of two (2) representatives of the County and of the Union. Representatives from individual Departments, both Union and Management, may be required to be present at these meetings when specific departmental issues have been brought to this forum. This Committee shall meet on a monthly basis.

2. In departments where either Union or Management deem it necessary, a labor-management committee will be established. The purpose of the committee will be to discuss and seek solutions to problems, both immediate and future. The Committee shall consist of at least two (2) representatives of each the Department and the Union. The Committee shall meet a minimum of every other month.

3. The County and the Union have a mutual interest in the recruitment and retention of qualified personnel for its workforce. The County and the Union will gather information on compensation and benefits as it relates to CSEA represented positions. This information will be shared between the parties and used by the County to evaluate and adjust, if necessary, compensation levels or benefits for specific position(s) in the bargaining unit.

ARTICLE 35 - EFFECTIVE DATES

This Agreement shall be effective as of **January 1, 2015**, and continue in full force and effect until **December 31, 2019**.

ARTICLE 36 - PERSONNEL FILE

An employee covered under this Agreement shall be entitled to review his individual personnel file located in the Department of Personnel subject to the following conditions:

1. The employee shall notify the Department Head with a carbon copy to the Department of Personnel at least 15 days in advance that he or she desires to review their personnel file. The Department Head will make arrangements with the Department of Personnel for such review. Such review will be conducted in the Department of Personnel. The material in the employee's personnel file will not be allowed to be taken out of the Department. If copies of the material are desired, said request will be made at the time of review, an employee may enter into the personnel file any statements relating to material covered in the file.

2. Any subsequent requests for review of the personnel file during the calendar year will follow the same procedure. The Department of Personnel will make arrangements for the employee to review the file in an after-work hour's situation.

ARTICLE 37 - BENEFITS GUARANTEED

If at any time during the term of this Agreement the County should decide to interpret an existing clause of said agreement in a manner or fashion not consistent with past practice, the Union shall be notified in writing at least thirty (30) days prior to said change.

ARTICLE 38 - COUNTY PRINTING FACILITIES

The Employer agrees to make its printing and reproducing facilities available to CSEA provided it does not interfere with the normal operation of the employer's business and further that CSEA is willing to pay the necessary cost of such services upon receipt of a bill by the President of CSEA.

ARTICLE 39 - EMPLOYEE LISTING

The Employer agrees to forward to the President of CSEA three copies of a data processing runoff of all the employees covered by the terms of this Agreement. Such list shall be prepared and forwarded on or about March 1st and September 1st of each year. The list shall show employees in alphabetical order, divided into their various departments, with a notation indicating members of CSEA and non-members.

On the effective date of this agreement, the employer shall supply to the CSEA Unit #6150 a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job title department location, membership or agency fee status, insurance deduction and first date of employment. Such information shall hereafter be provided to the CSEA Unit #6150 on a quarterly basis.

ARTICLE 40 - LEAVE FOR SUBPOENAED APPEARANCES AND JURY ATTENDANCE

Upon proof of the necessity of jury service or the appearance as a witness pursuant to a subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided however that this section shall not apply to any absence by any employee occasioned by such appearance if he/she is a party in the proceedings.

ARTICLE 41 - MANDATORY PHYSICAL EXAMINATION

Where a physical examination is required of an employee by the County, other than the initial employment physical, the employee shall have the right to have a doctor of his/her choice perform the same and the County shall be liable for the cost up to a maximum charge of $18.50.

The County, however, reserves to itself the right to required examinations by doctors of the County's choice for purposes associated with determinations as to mental and physical capacity to perform employment duties, disciplinary actions, workers' compensation cases or for similar purposes.

ARTICLE 42 - UNIFORMS

1. The uniform policies in effect in the Security Division, Aviation, and the Arena, in force as of January 1, 1989 shall continue unless negotiated by the parties at some future date.

2. At the Willow Point Nursing Home, Emergency Services, Parks & Recreation, and Central Foods where either a uniform allowance or uniforms are provided the following shall be effective:

   a. All full-time employees deemed to need a uniform by management shall be paid a uniform allowance of two hundred ($200) dollars per year.

   b. All part-time (1500) employees deemed to need a uniform by management shall be paid uniform allowance of one hundred ($100) dollars per year.

   c. Rules, regulations, types and method of uniform practice shall be promulgated by these departments, and promulgation shall be enforceable under Article 8 of the Labor Agreement or Article 75 of the Civil Service Law.

   d. The allowance shall be paid annually in January.

   Employees who are paid an allowance and who do not complete the necessary months of service shall have such pro-rated amount deducted from their final pay.

3. CSEA represented civilian employees employed at the Sheriff's Office will be required to wear uniforms issued under the present Quartermaster program at the Sheriff's Office. The Quartermaster shall issue such uniforms and accessories as it may require employees to use in the performance of their duties, including such replacement parts thereof as may reasonably be necessary, provided however, that nothing in this section shall excuse an employee from being accountable for such uniforms as required by the rules and rules and regulations established by the Sheriff's Office. The County shall continue its policy of cleaning and maintaining necessary repairs to uniforms as in effect upon the execution of this Agreement.

ARTICLE 43 - REHIRE - REINSTATEMENT

1. Employees who leave County employ for any reason except disciplinary discharge and who return to such employ within one (1) calendar year shall have their benefits and salary reinstated. This clause shall have no effect on retirement or civil service status. For those reinstated under this Article who were paid off for their accumulated vacation, shall not receive such vacation again but will be slotted into the vacation schedule in accordance with their entire seniority minus the time they were not in County employ.

2. All other employees shall be rehired as they were new to County employ, and such rehire status shall have no effect on retirement or civil service status.

ARTICLE 44 - NO SMOKING

In the event that the issue of smoking in the work place arises at a work site the matter will be referred to the labor management committee. The parties agree to make every attempt to consider the rights and wishes of both smokers and non-smokers.

ARTICLE 45 - VOLUNTARY EMERGENCY SERVICE PERSONNEL

Volunteer firefighters, auxiliary police and volunteer ambulance personnel 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 46 - AGENCY SHOP

All employees who are union members on the date of tentative agreement of this Agreement must maintain membership in the CSEA or have a deduction made from his/her wage or salary in an amount equivalent to the dues levied by the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The County shall deduct from the wage or salary of those bargaining unit employees hired on or after January 1, 1989 and who are not members of the Broome County Unit of CSEA an amount equivalent to the dues levied by the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
The County shall transmit the sum(s) so deducted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224.

The Broome County Unit of Broome County CSEA Local 804 affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata amount of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Association maintains such procedure as provided by law.

The County agrees to institute an Agency Shop for all bargaining unit employees at such time as 75% of the employees in the bargaining unit join the association.

ARTICLE 47 - TUITION REIMBURSEMENT

A fund of $15,000.00 will be established for the purpose of reimbursing employees for tuition for job related coursework. Reimbursement shall be per existing policy.

ARTICLE 48 - EMPLOYEE PROTECTION

1. In the event that any County function normally performed by members of the bargaining unit is transferred to a Public Benefit Corporation created by or at the request of the County, the County agrees that those affected employees shall continue to be represented by CSEA and shall continue to be covered by all of the provisions of this agreement until such time as a successor agreement may be negotiated with the Public Benefit Corporation.

2. No position normally filled by bargaining unit employees shall be filled by non-bargaining unit employees.

ARTICLE 49 – DRUG AND ALCOHOL TESTING

Effective September 1, 2006 all employees of the Security Department shall be subject to the same drug and alcohol policy as the Broome County Sheriff's Department, including pre-employment and random testing. Upon reasonable suspicion regarding fitness for duty pursuant to NYS Civil Service Law Section 71, employees may be required to undergo drug and/or alcohol testing.

SIGNATURE PAGE

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

COUNTY OF BROOME

Jennifer Katz
Director of Employee Relations

DATED: 3/3/16

Debra A. Preston
Broome County Executive

DATED: 3/3/16

BROOME COUNTY CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

UNIT 6150

Michele Dickerson, President DATED: 3/3/16

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JoAnn Mastronardi
Labor Relations Specialist DATED: 3/14/16

EXHIBIT "A"
CSEA REPRESENTED TITLES

TITLE
ACCOUNT CLERK
ACCOUNT CLERK TYPIST
ACCOUNTANT (COUNTY)
ADMISSIONS COORDINATOR
AGING SERVICES REPRESENTATIVE
AIRPORT CUSTODIAL WORKER
AIRPORT EQUIPMENT MECHANIC
AIRPORT MAINTENANCE MECHANIC
AIRPORT OPERATIONS SPECIALIST
AIRPORT OPERATIONS SPECIALIST TRAINEE
ASSESSOR'S AIDE
ASSISTANT AGING SERVICES PROGRAM COORDINATOR
ASSISTANT ARENA MANAGER
ASSISTANT COOK
ASSISTANT DIRECTOR OF ACTIVITIES
ASSISTANT ENGINEER
ASSISTANT FOOD SERVICE MANAGER
ASSISTANT HOUSEKEEPING SUPERVISOR
ASSISTANT RECREATION FACILITY MANAGER
ASSISTANT SUPERVISING PUBLIC HEALTH NURSE
ASSISTANT SUPPORT COLLECTION SUPERVISOR
ASSISTANT TO NUTRITION SERVICES COORDINATOR
AUTOMOTIVE MECHANIC
BILLING SPECIALIST
BUYER
CASE SUPERVISOR GRADE B
CASEWORKER
CASEWORKER TRAINEE
CERTIFIED NURSING ASSISTANT/NAT
CHARGE NURSE
CHILD ASSISTANCE PROGRAM COORDINATOR
CHILD SUPPORT SPECIALIST
CLERK
CLINICAL LABORATORY TECHNOLOGIST
CLINICAL SOCIAL WORKER
COMMUNITY SERVICES WORKER
COMPETENT PROFESSIONAL AUTHORITY (CPA) I
COMPETENT PROFESSIONAL AUTHORITY (CPA) II
COMPETENT PROFESSIONAL AUTHORITY (CPA) III
COMPUTER HARDWARE TECHNICIAN
COMPUTER HARDWARE TECHNICIAN TRAINEE
COMPUTER OPERATOR
COMPUTER OPERATOR TRAINEE
COMPUTER PROGRAMMER
COMPUTER PROGRAMMER TRAINEE
COOK
COORDINATOR OF HEALTH & WELLNESS SERVICES
COURIER
CUSTODIAL WORKER
CUSTOMER SUPPORT REPRESENTATIVE

DATA COMMUNICATIONS TECHNICIAN
DATA ENTRY MACHINE OPERATOR
DELIVERY DRIVER
DENTAL ASSISTANT
DENTAL HYGIENIST
DENTAL PROGRAM COORDINATOR
DIETARY CLERK
DIETETIC TECHNICIAN
DISABILITY REVIEW COORDINATOR
DISPATCHER
EARLY INTERVENTION SERVICE COORDINATOR
ECONOMIC DEVELOPMENT PLANNER
ELECTION DATA SPECIALIST
EMERGENCY MEDICAL SERVICES OFFICER
EMERGENCY SERVICES CALL TAKER
EMERGENCY SERVICES DISPATCHER I
EMERGENCY SERVICES DISPATCHER II
EMPLOYMENT & TRAINING ASSISTANT
EMPLOYMENT & TRAINING COORDINATOR
EMPLOYMENT & TRAINING COUNSELOR
ENGINEER I
ENGINEER II
ENGINEERING AIDE
FACILITIES PLANNER
FAMILY COURT LIAISON
FAMILY VIOLENCE PREVENTION COORDINATOR
FIELD SUPERVISOR
FINANCIAL ANALYST
FOOD SERVICE HELPER
GIS SPECIALIST
GIS TECHNICIAN
GRAPHIC TECHNICIAN
HEAD AUTOMOTIVE MECHANIC
HEAD USHER
HEALTH INFORMATION TECHNICIAN
HEALTH PROGRAM SPECIALIST
HEAP CLERK
HEAP COORDINATOR
HIV PROGRAM REPRESENTATIVE
HOMEMAKER
HUMAN SERVICES PROGRAM COORDINATOR I
HUMAN SERVICES PROGRAM COORDINATOR II
INDEX CLERK
INMATE RECORDS CLERK
INTAKE SPECIALIST
INTENSIVE CASE MANAGER
INTERNAL AUDITOR
INTERNAL AUDITOR TRAINEE
JOB DEVELOPER
JOB PLACEMENT ASSISTANT
KENNEL PERSON
KEYBOARD SPECIALIST
LAUNDRY WORKER
LEISURE TIME ACTIVITIES LEADER
LIBRARY CLERK
LICENSED PRACTICAL NURSE

MAIL CLERK
MAINTENANCE MECHANIC
MAINTENANCE WORKER
MATERIALS RECOVERY MANAGER
MEDICAL ASSISTANT
MEDICAL LABORATORY TECHNICIAN
MICRO COMPUTER TRAINING COORDINATOR
MOBILITY MANAGER
MOTOR VEHICLE CLERK
NURSE PRACTITIONER
NUTRITION ASSISTANT
NUTRITIONIST
OFFSET DUPLICATING MACHINE OPERATOR
PARKING ATTENDANT
PATIENT ACCOUNTS REPRESENTATIVE
PAYROLL SUPERVISOR
PLANNER
PLANNER TRAINEE
PRESCHOOL SPECIAL EDUCATION PROGRAM COORDINATOR
PRETRIAL INVESTIGATOR
PRINCIPAL ACCOUNT CLERK
PRINCIPAL MOTOR VEHICLE CLERK
PRINCIPAL SOCIAL SERVICES EXAMINER
PROBATION ASSISTANT
PROBATION OFFICER
PROBATION OFFICER TRAINEE
PROGRAM ASSISTANT
PUBLIC HEALTH EDUCATOR
PUBLIC HEALTH NURSE
PUBLIC HEALTH REPRESENTATIVE
PUBLIC HEALTH SANITARIAN
PUBLIC HEALTH TECHNICIAN
REAL PROPERTY APPRAISER
REAL PROPERTY TAX SERVICE ASSISTANT
REAL PROPERTY TAX SERVICES SPECIALIST
RECEPTIONIST
RECEPTIONIST TYPIST
REGISTERED PROFESSIONAL NURSE
REGISTERED PROFESSIONAL NURSE -NURSING HOME
RESOURCE CONSULTANT
SECRETARY
SECURITY OFFICER I
SECURITY OFFICER II
SECURITY SERVICES INVESTIGATOR
SENIOR ACCOUNT CLERK
SENIOR ACCOUNT CLERK TYPIST
SENIOR BILLING SPECIALIST
SENIOR CASEWORKER
SENIOR CITIZEN SITE SUPERVISOR
SENIOR CLERK
SENIOR COMPUTER HARDWARE TECHNICIAN
SENIOR COMPUTER OPERATOR
SENIOR CUSTODIAL WORKER
SENIOR DISPATCHER
SENIOR EMPLOYMENT & TRAINING ASSISTANT
SENIOR EMPLOYMENT & TRAINING COUNSELOR

SENIOR ENVIRONMENTAL PLANNER
SENIOR FOOD SERVICE HELPER
SENIOR INDEX CLERK
SENIOR KENNEL PERSON
SENIOR LICENSED PRACTICAL NURSE
SENIOR MEDICAL ASSISTANT
SENIOR MOTOR VEHICLE CLERK
SENIOR NUTRITIONIST
SENIOR OFFSET DUPLICATING MACHINE OPERATOR
SENIOR PLANNER
SENIOR PROBATION OFFICER
SENIOR RECORDS CLERK
SENIOR REGISTERED PROFESSIONAL NURSE
SENIOR SECURITY SERVICES INVESTIGATOR
SENIOR SOCIAL SERVICES EXAMINER
SENIOR SOCIAL WORK ASSISTANT
SENIOR SUPPORT INVESTIGATOR
SENIOR TRANSPORTATION PLANNER
SHOPPER
SHOPPER SUPERVISOR
SOCIAL SERVICES EXAMINER
SOCIAL SERVICES OPERATIONS COORDINATOR
SOCIAL WORK ASSISTANT
SOLID AND HAZARDOUS WASTE FACILITY TECHNICIAN
SOLID WASTE MANAGEMENT SPECIALIST
STAFF DEVELOPMENT SPECIALIST
STENOGRAPHIC SECRETARY
STORES CLERK
SUPERVISING SENIOR CLERK
SUPPORT INVESTIGATOR
TAX MAP TECHNICIAN
TAX MAP TECHNICIAN TRAINEE
TELECOMMUNICATIONS TECHNICIAN
TELECOMMUNICATIONS TECHNICIAN TRAINEE
TELEPHONE OPERATOR
TITLE SEARCHER
TITLE SEARCHER TRAINEE
TRAFFIC ENGINEER
TRANSIT MECHANIC SUPERVISOR
TRANSIT ROUTE CLERK
TRANSPORTATION ANALYST
TRANSPORTATION PLANNER
TREASURY CLERK
VOLUNTEER RECRUITER
VOTER SERVICE SPECIALIST
WEIGHTS & MEASURES INSPECTOR TRAINEE
WEIGHTS AND MEASURES INSPECTOR