

**EMPLOYMENT CONTRACT**

**BETWEEN**

**COUNTY OF BROOME**

**AND**

**BROOME ADMINISTRATIVE AND**

**PROFESSIONAL ASSOCIATION**

**2020-2025**

## TABLE OF CONTENTS

	<u>Page</u>
Article 1 Purpose	3
Article 2 Applicable Law	3
Article 3 Recognition	4
Article 4 No Strike Pledge	4
Article 5 BAPA Executive Board Meetings	4
Article 6 Dues Deductions	5
Article 7 Simplified Grievance Procedure	5
Article 8 Management Rights	6
Article 9 Compensation	7
Article 10 Parking Fees	10
Article 11 Layoff and Recall	10
Article 12 Work Schedule	10
Article 13 Holidays	11
Article 14 Vacation	12
Article 15 Sick Leave	13
Article 16 Leave of Absence Without Pay	15
Article 17 Military Leave	16
Article 18 Health Insurance	17
Article 19 Bereavement Leave	18
Article 20 Life Insurance	18
Article 21 Longevity Service Pay	18

Article 22	Pensions	19
Article 23	Travel on County Business	19
Article 24	Leave for Subpoenaed Appearances and Jury Attendance	21
Article 25	Vacation and Sick Leave Pay	22
Article 26	Educational Leave	22
Article 27	Benefits Guaranteed	22
Article 28	Labor Management Committee	22
Article 29	Training Programs	23
Article 30	Agreements	23
Article 31	Effective Dates	23
Article 32	Part-Time Benefits	23
Article 33	Payroll	24
Article 34	Reopen Negotiations	24
Article 35	Bulletin Boards	25
Article 36	Uniforms	25
Article 37	Drug and Alcohol Testing	25

## 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 Broome Administrative and Professional Association, hereinafter referred to as "BAPA" 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 BAPA.

### ARTICLE 2 - APPLICABLE LAW

- 1) 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.
- 2) 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.
- 3) 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.

### ARTICLE 3 - RECOGNITION

- 1) The Public Employer recognizes BAPA as the sole and exclusive representative of those County employees occupying positions listed on Appendix A attached hereto. The County shall maintain an accurate list of all positions covered by this Unit, and BAPA will be advised of the creation of additional positions with duties and responsibilities similar to those of this Unit.
- 2) The County shall notify the BAPA President when a BAPA position is approved by the County Legislature. This notification shall not entitle the union to dispute the classification or grade of any County position.
- 3) Four times a year the County shall provide a listing of all employees covered by this agreement. The listing shall include the employee's name, home address, title, department, membership status and date of first employment with the County.
- 4) Covered Employees:
  - a. 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.
  - b. 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 a full-time equivalent of 40 hours per week and who are serving in positions as described above.

### ARTICLE 4 - NO STRIKE PLEDGE

BAPA 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 5 - BAPA EXECUTIVE BOARD MEETINGS

- 1) The County shall recognize the fact that it may be necessary for the duly elected Executive Board of BAPA to hold meetings during normal working hours. It is therefore agreed that the County will allow each calendar year a maximum of twenty-five (25) hours total for all Executive Board members to attend such meetings. The BAPA Executive Board members will be allowed a reasonable amount of leave with pay away from regular duties in order to carry out the functions of the Board. Leave for the Executive Board members to attend to duties on behalf of BAPA shall not be deducted from the total of 25 hours as herein above provided. Before taking such leave the Board members will confirm their whereabouts with the Department Head (or designee), and such leave shall not disrupt the normal business of the Department(s).

- 2) Where there is appropriate available meeting space in buildings owned or leased by the County, it shall be available from time to time to the Broome Administrative & Professional Association for specific meetings. Requests for such space shall be made in advance, pursuant to County rules for use of such space by the general public.

#### ARTICLE 6 - DUES DEDUCTIONS

- 1) The Public Employer will deduct from the wages of employees represented by BAPA 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 BAPA on a regular monthly basis. The revocation rights of an employee relating to payroll deductions are recognized by BAPA under this Agreement in accordance with applicable New York State Law.
- 2) No employees must join the Union as a condition of employment, but all employees who are Union members at the commencement of this Agreement must maintain their membership for the duration of the said Agreement. Any member wishing to withdraw from the Union may do so without penalty by notifying the Business Agent and the Commissioner of Finance during the last 60 days of this Agreement.

#### ARTICLE 7 - SIMPLIFIED GRIEVANCE PROCEDURE

- 1) The Public Employer and BAPA acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined hereunder.
- 2) 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, transfers, assignments or demotions of employees.
- 3) 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 may discuss a situation with the immediate supervisor with or without Union representation. If the employee determines that a Grievance exists, the employee may file a written grievance with the supervisor within 15 business days of the knowledge of the alleged grievance dispute. The supervisor must respond to the grievance within 10 days.

STEP 2       If the employee is not satisfied with the response of the immediate supervisor, he/she may submit a written request for further consideration of the matter to the department head. The department head shall meet with the employee and the Union to hear the facts.

The department head shall issue a decision to the parties within 30 days.

STEP 3 If the employee is still not satisfied with the response of the department head, he/she may, within 15 business days of receipt of the Step 2 response, submit a grievance to the Personnel Officer or designee. The Personnel Officer or their designee shall meet with the Union to hear the facts. The Personnel Officer or designee shall issue a written decision to the parties within 30 days.

STEP 4 If the grievance is not settled at Step 3, BAPA no later than 15 business days after a decision under Step 3, may request arbitration, under the terms and procedures of NYS PERB. Such expense as is necessary will be borne equally by the parties. The decision of the arbitrator shall be final and binding.

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

- 4) A BAPA representative shall be allowed reasonable time to process the grievance.
- 5) The time limits set forth in this Article may be extended by mutual consent in writing by the County and the Union.

#### ARTICLE 8 - MANAGEMENT RIGHTS

Recognizing that an area of responsibility must be reserved to management if it is to function effectively, the following responsibilities are not subject to collective bargaining and management representatives of the department, unless specifically modified by a subsequent section of this Agreement, shall retain the exclusive right to:

- a) Direct employees in the performance of official duties.
- b) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against such employees.
- c) To maintain the efficiency of the operations entrusted to it.
- d) To determine the method, means and personnel by which such operations are to be conducted.
- e) Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the rights to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel required for the conduct of County programs and departments; to direct, deploy and utilize the work force; to establish specifications for each class or positions and to classify or reclassify and allocate or reallocate

new and existing positions and to discipline or discharge employees.

- f) Unless expressly limited by terms of this Agreement, the County retains all rights and authority to manage and direct its employees in accordance with the mission of the County as determined by the appropriate County officials. The listing of the above specific rights of management in this Article is not intended to be nor shall it be considered restrictive of or as a waiver of any of the rights of the employer not listed herein.

## ARTICLE 9 - COMPENSATION

### 1. General Wage Increase

**Effective January 1, 2020: General wage increase shall be 2.50%.**

**Effective January 1, 2021: General wage increase shall be 2.50%.**

**Effective January 1, 2022: General wage increase shall be 2.50%**

**Effective January 1, 2023: General wage increase shall be 2.50%**

**Effective January 1, 2024: General wage increase shall be 2.50%**

**Effective January 1, 2025: General wage increase shall be 2.50%**

**Minimum salaries on the BAPA schedule will increase each year of the contract- 2020-2025- by the same amount as the wage increase listed above for that year.**

See salary schedule for salaries/ wages by grade and title.

### 2. Performance Step Increments

- a) Each full-time employee who is at Step 4 or below shall receive a 3% performance step on his/her anniversary date in title, provided that he/she has received a satisfactory performance evaluation. 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 position is in the same pay grade as the employees previous title as reflected in the records on file in the Department of Personnel.

Employees hired after the ratification of this contract will receive step increases of 3% over a ten (10) year period. Those step increases will occur 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.

- 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/her 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 performance evaluation. Within ten (10) days following this meeting, the department head shall provide the employee written determination, which shall either affirm or reverse the performance evaluation and state the reasons therefore.
  - (2) Upon written request from the employee within 10 days after receipt of a determination affirming his unsatisfactory performance evaluation, the Personnel Officer and the employee shall meet as soon as practicable to review the performance evaluation. Within fifteen (15) days after the meeting, the Personnel Officer shall provide the employee a written decision, which shall either affirm or reverse the performance evaluation and state the reasons therefore.
  - (3) Upon written request from the employee within ten (10) days after receipt of a decision from the Personnel Officer affirming his unsatisfactory performance evaluation, the Employees Committee and the employee shall meet as soon as practicable to review the 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 meeting the Committee shall issue to the parties a final and binding award, which shall either affirm or reverse the performance evaluation and state the reasons therefore.
  - (4) Each employee who utilizes this procedure shall have the right to be represented by BAPA 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 this Salary Plan, the date upon which an employee returns from a 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 thereafter be utilized as his anniversary date in title.
  - f) Employees working at least 50% of the normal workweek for the position will be eligible for performance increments as outlined above. (Example, 50% of a 40-hour workweek or 50% of a 37.5 hour workweek) The increment will be one-half the amount paid to full-time employees.

3. Promotion

- a) Employees promoted to this unit or within this unit shall receive at least 7% more than their base salary at the time of promotion. Such promotional increase shall be rounded to the nearest step in the promotional grade that reflects at least a 7% increase. However, if the Department Head determines that justification exists to warrant a promotional increment greater than 7% they may appoint the employee to any step in the promotional grade, not to exceed Step 5. Such determination by the Department Head shall be a non-grievable subject, and shall not require additional legislative action.
- b) Where an employee covered by this Agreement is asked in writing by the County Executive to assume an acting position in a grade higher than his/her own in addition to his/her regular duties for a period in excess of thirty (30) working days cumulative per year, the employee shall be paid the minimum of the new grade, or have added to his/her salary 7% of their base salary whichever is greater, for the period of assignment which extends beyond thirty (30) working days cumulative per year.

4. Shift Differential

- a) If the majority of an employee's regularly scheduled hours per day fall between 3:00 pm and 11:00 pm, they shall be paid \$1.25 per hour shift differential.
- b) If the majority of an employee's regularly scheduled hours per day fall between 11:00 pm and 7:00 am, they shall be paid \$1.25 per hour shift differential.
- c) If the majority of an employee's shift falls anytime from Friday 11:00 PM to Monday 5:00 AM shall receive an additional (weekend) differential of 75 cents per hour.

- 5. Nurses covered under this contract may be hired at the appropriate step level based on their years of service and qualifications.

6. Severance Compensation

All full-time and part-time permanent or provisional employees of this bargaining unit who have completed one or more years of service with the County, from date of hire, and who resign or, due to budgetary reforms, loss of funding, and/or job elimination, lose their employment, shall receive full payment for all accumulated vacation (so long as that payment is consistent with other articles in this contract). In addition, if such employee is returned to work with the County within twelve (12) months of the termination he/she shall have restored all benefits at the same accrual level the employee had accumulated prior to termination.

- 7. The Dog Shelter Manager, if required by the Security Director to hold a NYS Euthanasia Certificate and/ or US Department of Justice Drug Enforcement Certificate, will receive an annual stipend of \$3,000 and/or \$2,000, respectively, pursuant to Broome County Resolution

01-181, effective April 23, 2001.

#### ARTICLE 10 - PARKING FEES

- 1) 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, BAPA's rates will increase to that rate as well.
- 2) Employees granted parking reimbursement shall have up to Seventeen Dollars (\$17.00) per month reimbursed to them upon presentation of proper receipt for parking.

#### ARTICLE 11 - LAYOFF AND RECALL

Layoffs shall be handled in accordance with Civil Service Law.

#### ARTICLE 12 - WORK SCHEDULE

- 1) Employees covered by this agreement shall have regular work schedule of either 37.5 or 40 hours per week, as designated by their department head and approved by the County Legislature.
- 2) In the event that a department head or his/her designee requires a member of the bargaining unit to work in excess of his/her regular work hours, the employee shall be allowed to utilize a like amount of compensatory time off at regular pay within the next 30 days. If the work of the department precludes the use of the employee's compensatory time within said 30-day period, the employee shall be paid at the regular rate for all such unused compensatory time. When a Department Head believes that due to work demands of the Department, the employee will be unable to take such time off within the 30 days, the Department shall immediately inform the employee and pay the employee for such time in the payroll period worked.
- 3) "On call" pay shall be established in order to provide 24-hour coverage. Employees required to be "on call" shall be paid at a rate of \$25 per 12 hour shift for each weekday of "on call" status (Monday-Friday). Each weekend day (Saturday and Sunday) of "on call" status shall be paid at a rate of \$35.00 per 12 hour shift and each holiday of "on call" status shall be paid at a rate of \$40.00 per 12 hour shift. Eight (8) hour shifts of "on-call" shall be paid at the rate of \$20 for each weekday (Mon-Fri); \$30 for each weekend day and \$32.50 for each holiday of "on-call" status.
- 4) An employee shall be "on call" when he/she is directed to be "on call" and is required to be available to respond to work related calls for a specified period of time. Any employee required to carry a pager and/or cell phone and is directed to be "on call" shall be deemed to be "on call", whereas voluntarily carrying a pager and/or cell phone does not place the

employee "on call".

- 5) An employee called in to work should receive a minimum guarantee of four (4) hours pay. If the call-in hours are contiguous to, or within two hours of the employee's regularly scheduled work hours or shift, the employee shall be paid in accordance with paragraph (2) for all hours worked, but shall not receive the minimum guarantee of four (4) hours. For example, an employee called in one hour before the start of his/her shift gets paid in accordance with paragraph (2) for the one hour, not for four hours.
- 6) Any employee called in for unscheduled duty who had not been previously put on "on call" status, shall be paid in accordance with paragraphs (2) and (5), and receive the appropriate "on call" stipend as outlined in paragraph (3). Absent prior "on call" notification, such employee's availability will be voluntary.
- 7) In the event it becomes necessary to make a permanent change in an employee's regularly scheduled hours, the employee will receive at least ten (10) days notice. This notice is not required for employees not having regularly scheduled hours (for example, Arena/Forum) or employees whose schedule change is temporary. A change is considered temporary if it is for thirty (30) days or less.

#### ARTICLE 13 - HOLIDAYS

- 1) Listed Holidays. These days and only these days prescribed by law for the observance of New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day, shall be observed as holidays.
- 2) 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.
- 3) Employees covered by this Agreement who are scheduled for a regular day off on a listed holiday are entitled to float that holiday during the fiscal year.
- 4) Employees covered by this agreement who are scheduled to work either the actual date or observed date of a listed holiday, or both, are entitled to float that holiday during the fiscal year and shall receive in addition to their regular pay, compensation at the one-half (1/2) rate for either of the days but not both.
- 5) Each employee in the unit shall be excused, with pay, from work for five (5) days during the year, in lieu of Election Day, Columbus Day, Lincoln's Birthday, Washington's Birthday, and Martin Luther King Day. The above days shall be granted only at such time as work of the department will permit. Employees shall not be allowed to carryover the time off from year to year, but they shall use the days during the current year.

ARTICLE 14 - VACATION

1) Employees hired prior to January 1, 1980:

- a) Employees who have completed twenty (20) years or more of continuous full-time service shall be entitled to twenty-five (25) days of vacation.
- b) When vacation is to be credited to an employee, full vacation as set forth above will be credited for each of the twelve (12) preceding months the employee worked full-time and one-half credit for each month worked regular part-time.

2) Employees hired on or after January 1, 1980

Employees hired on or after Jan. 1, 1980 shall accumulate vacation per the following schedule:

<b>1 month</b>	<b>4 years</b>	1.25 days/month
<b>4+ years</b>	<b>10 years</b>	1.5833 days/month
<b>10+ years</b>	<b>14 years</b>	1.75 days/month
<b>14+ years</b>	<b>17 years</b>	1.8333 days/month
<b>17+ years</b>	<b>18 years</b>	1.9166 days/month
<b>18+ years</b>	<b>19 years</b>	2.00 days/month
<b>19+ years</b>		2.0833 days/month

- 3) After six (6) months of continuous service to the County, the employee will be credited with and entitled to use 7.5 days of their earned vacation time.
- 4) 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 the computation of said years of continuous service as set forth above.
- 5) An employee who has completed one year of continuous service shall be entitled each year to a carry over of ten (10) days of accrued vacation. After five years of continuous service, an employee shall be entitled to carry over twenty (20) days accrued vacation without department head approval and up to twenty-five (25) days accrued vacation with department head approval. Notification of the intent to carry over two weeks will be made well in advance of the end of the calendar year. Any authorized carry over days in excess of twenty-two (22) days must be used or taken prior to any separation from employment and will not be paid at time of separation from employment.
- 6) Vacation shall be granted only at such time as work of the department will permit.
- 7) So far as practicable, all earned vacation shall be taken prior to transfer, but where not taken, the employee shall receive any earned vacation due him/her in the department to which he/she is transferred.
- 8) Vacation time, which is to be deducted under this Agreement, is to be only that which the employee would have normally worked.

- 9) No vacation time is accumulative for any period when the employee is absent without pay.
- 10) Money for any vacation due an employee who resigns or retires (Including vacation earned but not yet received) will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation. An employee terminated for cause shall not be paid for any unused vacation.
- 11) For the purpose of computation of vacation time, all employees whose longevity date falls on or before the 15<sup>th</sup> of the month, shall start accumulation as of the 1<sup>st</sup> day of the 7<sup>th</sup> month of employment. Those employees hired after the 15<sup>th</sup> shall start accumulation as of the 1<sup>st</sup> day of the following month of their actual longevity date.
- 12) Full-time employees working a 37 ½ hour workweek 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 hour/workday. 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 1 day vacation will be charged 8 hours. An employee who works a 10-hour day and takes 1 day vacation will be charged 10 hours).

#### ARTICLE 15 - SICK LEAVE

Upon completion of one (1) month of continuous service, full-time employees shall begin to accumulate one (1) day of sick leave per month.

- 1) 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. No credit for sick leave under this Article shall be allowed unless the employee shall have been on full pay status at least fifty per cent (50%) of the working days of the calendar month.
  - a) Department Heads may allow use of sick leave in units of one hour or greater.
  - b) Full-time employees working a 37½-hour workday shall accrue sick leave in an amount equal to 7.5-hours/work day.
  - c) Full-time employees working a 40-hour workweek shall accrue sick leave in an amount equal to 8-hours/work day.
  - d) 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 of sick time. An employee who works a 10 hour day and takes one sick day will be charged with 10 hours of sick time.)
  - e) Transit employees covered by this Agreement shall be credited two extra sick leave days per year when their schedule for the year exceeds forty (40) hours per week for the calendar year.

- f) Sick leave credits may accumulate to an unlimited number of days.
- 2) 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 who is incapacitated or unable to perform the duties of his position by reason of:
  - a) Illness or injury of employee.
  - b) Serious illness of the employee's spouse or child, requiring care and attendance of employee, not to exceed fifteen (15) days in any one year. In extenuating circumstances the County Executive may grant up to an additional five (5) days. When the absence is pursuant to the Family and Medical Leave Act, the employee shall be required to use accumulated sick leave. In such cases the above fifteen (15) day limitation shall not apply.
  - c) Serious illness in the employee's immediate family, requiring care and attendance of employee, not to exceed ten (10) days in any one year. When the absence is pursuant to the Family and Medical Leave Act, the employee shall be required to use accumulated sick leave. In such cases the above ten (10) day limitation shall not apply.

NOTE; 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 spouse, or any other relative who is an actual member of the employee's household.

- d) Quarantine regulations.
- e) Medical or dental visits.
- f) Maternity disability, which are periods of actual disability relating to pregnancy and recovery there from.
- 3) Notice of Absence on Sick Leave When absence is required under this Article, the employee shall report daily under the same procedures established in the department where employed. In institutions and in positions requiring replacement in case of absence, the time for reporting such 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.
- 4) Verification and Proof of Illness An employee whose record shows a pattern of frequent sick leave use or other pattern of possible sick time abuse may be required to furnish medical documentation for such absence(s) in order to be paid from sick leave accruals. The employee may be required to be examined, at the expense of the department or agency, by a physician designated by the Personnel Officer. 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 Personnel Officer finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.

- 5) Sick Leave Records and Reports Each department shall maintain an accurate record of attendance and sick leave status of employees. A record of the sick leave status of all County employees shall be maintained in the Personnel Department. Medical certificates, supporting requests for sick leave, shall accompany the original copy of the payroll and shall be filed in the Department of Personnel. The Department Head shall give to any employee upon request a record of the sick leave credits.
- 6) 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.
- 7) Absence for Less than One-Half Day. Absence for less than one-half day may be charged to sick leave or may be subject to the completion of equivalent compensatory work time.
- 8) Abuse of sick leave privileges shall be grounds for disciplinary action.
- 9) 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.
- 10) Sick Leave Bank Terms of Sick Leave Bank are found in Appendix J **and the MOA.**

#### ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Application for leave of absence without pay shall be filed by the employee on the prescribed form with the Department Head at least thirty (30) days prior to the proposed commencement of the requested leave if practicable. If approved by the Department Head, the application shall be submitted to the Personnel Department, and the Personnel Committee if necessary. Leaves included under this section shall be for: extended illness, child care, adoption (under 2 years old), education (as specified below), provisional and temporary appointments (as specified below), or other reasons found to be acceptable by the Personnel Officer.

- 1) Leave because of extended illness. When an employee has exhausted all of his/her paid leave credits, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the

Department Head may grant leave of absence without pay for a period not to exceed one year. Broome County recognizes the Family and Medical Leave Act (FMLA) of 1993, which provides up to 12 weeks of unpaid leave in a 12-month period for qualifying employees.

- 2) 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.
- 3) Leave of absence to service in another position in County service. Leave of absence without pay not to exceed one year may be granted to a permanent employee in the competitive class to enable such employee to serve temporarily or provisionally in another position in the competitive class. In an exceptional case, an extension of this leave of absence for an additional one-year period may be granted by the Department of Personnel on the recommendation of any department head official. Such leaves do not require the approval of the Personnel Committee.
- 4) When an employee is absent without authorized leave for a period of five (5) workdays, 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 five (5) 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 or his/her failure to return to his/her position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.
- 5) 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 Personnel Committee shall be at their sole discretion.
- 6) An employee on a medical leave of absence, collecting sick bank benefits or workers' compensation benefits, shall not maintain outside employment in the same or similar capacity as his/her position with the County.

#### ARTICLE 17 - MILITARY LEAVE

Military leaves will be granted pursuant to the Military Law.

ARTICLE 18 - HEALTH INSURANCE

- 1) The Public Employer agrees to continue to provide hospital and medical coverage equal to or better than that presently provided. An advisory committee will be established with goals of reducing future escalation of health care costs. BAPA 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 mutually desired changes to the plan as the result of the County's and Union's efforts.

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

All employees eligible for health insurance coverage hired by Broome County will be eligible for medical insurance coverage in the Broome County 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 service.

Insurance eligible employees hired on or after **March 1, 2016** shall pay 22% of the premium cost for employee and dependent coverage for the life of the contract.

**Employees hired prior to March 1, 2016 shall pay 20% of the premium cost for employee and/ or dependent coverage. Effective January 1, 2025, employees hired prior to March 1, 2016, shall pay 22% of the premium cost for employee and/ or dependent coverage.**

Effective January 1, 2011 – **December 31, 2020**, the prescription co-pays will be as follows:

Generic Prescription-----\$ 5 co-pay  
Formulary Brand Name ----- \$ 20 co-pay  
Non-formulary Brand Name -----\$ 35 co-pay  
Mail Order Maintenance Prescription -----1 co-pay for a 90 day supply. \$5/\$20/\$35

Effective January 1, 2012, Mail order prescriptions will be – 2 co-pays for a 90 day supply. \$10/\$40/\$70

Filled prescriptions must be limited to a 30-day supply, except for mail order prescriptions.

**Effective January 1, 2021, the prescription co-pays will be as follows:**

**Generic Prescription-----\$ 10 co-pay  
Formulary Brand Name ----- \$ 25 co-pay  
Non-formulary Brand Name -----\$ 40 co-pay  
Mail Order Maintenance Prescription -----2 co-pays for a 90 day supply. \$20/\$50/\$80**

**Effective January 1, 2021, health insurance deductibles will be \$175 per individual and \$350 per family.**

**ARTICLE 19 - BEREAVEMENT LEAVE**

- 1) The Public Employer agrees to grant a bereavement leave in the event of a death in the family of an employee covered by this Agreement. The employee shall be entitled, when such leave is so required, to the next three (3) scheduled workdays with regular pay to arrange for or attend the funeral and burial. Immediate family shall be deemed to be the husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law or grandparents of the employee and employee's spouse. One (1) workday bereavement leave will be allowed to attend the funeral and/or burial of an aunt or uncle of the employee. The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time.
- 2) With the written consent of the County Executive, an employee shall be entitled to three (3) additional days bereavement leave in reference to the above.

**ARTICLE 20 - LIFE INSURANCE**

Employees covered by this Agreement shall be entitled to coverage for an amount of \$5,000 in the Broome County Life Insurance Group Insurance Plan.

**ARTICLE 21 - LONGEVITY SERVICE PAY**

- 1) All full-time employees will be paid longevity service adjustments as follows:

<u>Years</u>	<u>Payment</u>
6 - 9	<b>\$ 1,000</b>
10 - 14	<b>1,200</b>
15 - 19	<b>1,400</b>
20 - 24	<b>1,600</b>
25 - 29	<b>1,800</b>
30+	<b>2,000</b>

- 2) Payment shall be made, as close to November 1, of each year as is possible. The payment shall be made in a regular paycheck.
- 3) Payments made in November shall be for the appropriate years of service attained during that calendar year. e.g., an employee who completes their tenth year of service in July shall be

paid the following November.

- 4) Employees who leave the service of the County after the completion of the necessary amount of years to receive a longevity payment but before the payment is made shall be eligible for prorated longevity benefits. The pro-rated payment is determined by applying the number of months worked between the employee's last anniversary date and the separation date. Employees completing more than half of the last month worked will be credited for a full month. Longevity credit is not allowed when an employee is on an unauthorized absence or an authorized absence without pay.
- 5) An employee who is terminated for cause shall not receive longevity pay.

#### ARTICLE 22 - PENSIONS

- 1) The Public Employer agrees to provide Plan 75 (i), **Plan 89-M or Plan 552** coverage for all employees covered by this Agreement.
- 2) Effective January 1, 1973, all employees covered under this Agreement **that retire under Plan 75 (i)** shall be eligible to receive the benefits of Section 41 (j) (conversion of unused sick leave benefits) as provided by law. The entire premium for this benefit shall be paid by the employer. Any employee covered by this agreement shall be paid for any accumulated sick days in excess of the maximum number of days that can be applied to the years of service for retirement purposes under New York Retirement Law. Said payment shall be at the employee's rate of pay at the time of retirement. In the event that an active employee passes away before retirement, the employee's estate or beneficiary will be paid for any accumulated sick days in excess of the maximum number of days that can be applied to the years of service for retirement purposes under New York Retirement Law at the employee's rate of pay at the time of death. **Employees who retire under Plan 89-M or Plan 552 will be entitled to payment of unused sick days per the MOA.**

#### ARTICLE 23 - TRAVEL ON COUNTY BUSINESS

- 1) 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 specially authorized by State law or by regulations of the County Legislature, or in cases where an employee starts from residence on official business, in which case mileage must so state and give reason therefore.
- 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 expenses 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 reimbursable 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.
- 13) 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.
- 14) Actual and necessary charges for meals shall be allowed. These may include a reasonable tip and, when claiming reimbursement, need not be claimed separately.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.
- 19) 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.

#### ARTICLE 24 - 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 is a party in the proceedings.

## ARTICLE 25 - VACATION AND SICK LEAVE PAY

Employees on vacation or receiving authorized sick leave shall be entitled to pay based on their regular weekly salary.

## ARTICLE 26 - EDUCATIONAL LEAVE

- 1) Employees may be granted up to five (5) hours of education leave per week to attend job-related classes. Each year a fund of \$5,000 will be established for the purpose of reimbursing employees for tuition only for job-related coursework. Such courses shall be credit bearing and shall directly affect the employee's current job or career development within Broome County. Reimbursement will be based on the attainment of at least a grade of C or better.
- 2) Application for Education Leave must be made on forms supplied by the Department of Personnel and bear the approval of the Department Head before it is fully submitted to said Department.
- 3) The Association will be allowed to spend up to **\$1,000** of the amount in the tuition reimbursement fund for BAPA employees to sponsor in-service training in a related area for management and professionals; attendance will be encouraged by the County. This training will be open to any BAPA member.

## ARTICLE 27 - BENEFITS GUARANTEED

If at any time during the term of this Agreement, the County should decide to interpret an existing clause of this 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 28 - LABOR MANAGEMENT COMMITTEE

At the request of either the BAPA President or an authorized representative of the County, a Labor Management Committee may be established. The Committee shall consist of two representatives of the County and two representatives from BAPA. The committee may be formed on a temporary basis to deal with a specific issue, or it may be permanent in nature. Meeting schedules and procedures are to be established by the Committee.

## ARTICLE 29 - TRAINING PROGRAMS

Whenever training programs that deal with administration and/or management are made available by the County to BAPA employees, the County shall send an advance written notice to the President of BAPA. Such notice will be sent as soon as feasible.

## ARTICLE 30 - AGREEMENTS

The Public Employer shall provide a copy of this agreement to all employees in the bargaining unit, the full cost of which will be born by the Public Employer.

## ARTICLE 31 - EFFECTIVE DATES

This Agreement shall be effective as of the 1st day of January **2020** and shall remain in full force and effect until the 31st day of December **2025**. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such modification is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date.

## ARTICLE 32 - PART-TIME BENEFITS

- 1) Employees covered by this agreement who work a schedule less than full-time (defined Article 12) shall be entitled to the following benefits only; Parking Fees, Holidays, Vacation, Sick Leave, Health Insurance, Bereavement, Life Insurance, Longevity Service Pay, Sick Bank, Travel and Jury Duty,
- 2) The above benefits shall be pro-rated as follows:
  - a) Vacation = Percentage worked per week shall be applied to the appropriate schedule. e.g. twenty hours per week versus a regular forty-hour week (50%) would entitle the person to earn 50% of the vacation schedule or 1/2 day per month for 13 months to 50 months of service. In addition, part-time employees may carry over a pro-rated number of vacation days. i.e. an employee working three quarters of the workweek may carry over three-quarter the number of days a full time employee may carry over.
  - b) Holidays = Employees will be compensated for the number of hours regularly scheduled to work on the day the holiday falls. If the employee is not regularly scheduled to work on the day a holiday falls, no payment will be made.
  - c) Sick Leave = Percentage worked per week shall be applied to the calculation per month.

- d) Bereavement = Percentage worked per week shall be applied to the total. e.g. a 50% week would equal three 1/2 days off.
- e) Jury Duty = Percentage worked per week shall be applied to the total.
- f) Parking Fees = Percentage worked per week shall be applied to the reimbursement. e.g. a 50% week would entitle the person to up to 1/2 the minimum allowed.
- g) Travel = No pro-ration.
- h) Health Insurance = There shall be no coverage if the work schedule is less than 50% of the norm. If the work schedule is 50% or more the County shall pay 50% of the individual premium or 50% of the family premium.
- i) Life Insurance = There shall be no coverage if the work schedule is less than 50% of the norm. If the work schedule is 50% or more the coverage shall be \$5,000 in a life insurance program as authorized by the Legislature.
- j) Longevity = Employees are eligible for longevity as provided in Article 21 except they will earn a pro-rated amount as set forth for full-time employees.

#### ARTICLE 33 - PAYROLL

- 1) All payroll errors either in the employees or the County's favor shall be corrected as soon as they are discovered. Errors in the County's favor of \$100.00 or 6% of an employee's normal biweekly gross pay (whichever is less) would be eligible for a payroll advance. Errors less than this would be corrected in the succeeding payroll cycle. Those errors that have been continued from some past date shall only be corrected one (1) year retroactive from the point of discovery.
- 2) Retroactive corrections that require an employee to repay the County, and are in excess of fifty (50) dollars shall be collected over the same time frame that the error occurred unless other arrangements are made to repay in a more expedient manner (no more than one year.) Corrections of fifty (50) dollars or less shall be made in the next paycheck.

#### ARTICLE 34 – RE-OPEN NEGOTIATIONS

Repealed – effective in the 2006-09 contract.

### ARTICLE 35 - BULLETIN BOARDS

The County shall provide the Association bulletin board space in any building where employees covered by this agreement are stationed.

### ARTICLE 36 - UNIFORMS

Any employee who is required by their Department Head to wear a uniform in the performance of his/her job duties shall be provided with a sufficient number of said uniforms at County expense or shall be paid a uniform allowance of \$250 per year. This will increase to \$300 effective January 1, 2017. BAPA employees assigned on a temporary or occasional basis to perform work ordinarily performed by uniformed employees shall either be provided with uniforms or with appropriate protective outer clothing. The decision to provide uniforms or pay the allowance will be made by the Department Head.

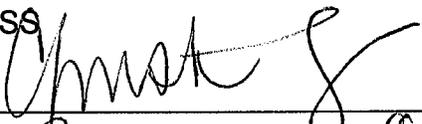
### ARTICLE 37- DRUG AND ALCOHOL TESTING

Effective January 1, 2007, all employees of the Security Department shall be subject to the same Drug and Alcohol Testing Policy as the Broome County Sheriff's Office, including pre-employment and random testing.

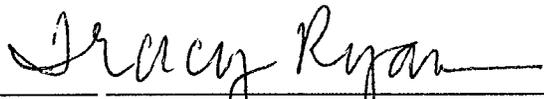
COUNTY OF BROOME

BY   
Jason T. Garnar  
BROOME COUNTY EXECUTIVE

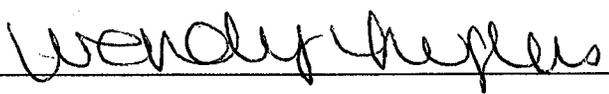
1, 18, 22

WITNESS   
TITLE Personnel Officer  
1, 18, 22

BROOME ADMINISTRATIVE AND  
PROFESSIONAL ASSOCIATION

BY   
Tracy Ryan  
ACTING PRESIDENT

01, 07, 2022

WITNESS   
TITLE 2ND VICE PRESIDENT  
1, 7, 2022

## APPENDIX J

### SICK BANK

- 1) The sick bank shall be a mathematical calculation of sick days contributed to the "bank". The actual payment shall be from the employees own budget line who is on sick bank leave.
- 2) A Sick Leave Bank Committee consisting of a maximum of four (4) BAPA members shall be appointed by the BAPA President to review and determine approval of Sick Bank distribution in accordance with criteria below. A chairperson shall be appointed or elected by the committee. All members, including the chairperson, will have an equal vote. In the event of a deadlocked vote, the President shall be the deciding vote.
- 3) Meetings will be held whenever necessary. Requests will be considered carefully taking into consideration the nature of the request, the employee's use of sick leave time, and the overall purpose of the Sick Leave Bank. The committee may deny any request for a justifiable reason. Decisions of the committee will be final.
- 4) All employees in the bargaining unit shall participate in accordance with Sections 1 and 2 below:
  - a) Upon completion of one (1) full year of service to the County (regular full-time positions [1000] and regular part-time positions\* [1500] employees shall donate two (2) sick days to the bank. Thereafter they shall contribute one (1) sick day to the bank each January.  
  
\*Regular part-timers shall donate two (2) 1/2 sick days and one (1) 1/2 sick days respectively.
  - b) Employees who do not have sufficient personal sick leave to contribute to the bank as specified above, shall have their next accumulated day(s) withheld to become members. During this interim time between eligibility and accumulation they shall not be eligible to draw from the sick bank.
- 5) The balance of sick leave bank days on December 31st of each year shall be carried over to the next year.
- 6) When an employee is drawing paid time from the sick bank, all benefits will continue to accrue in accordance with the Labor Agreement.
- 7) A bargaining unit employee may make application to the Sick Bank if they meet all the following

listed criteria:

- a) To be eligible to withdraw days from the sick bank, an employee must be employed by Broome County for a minimum of twelve (12) consecutive months.
  - b) The application is accompanied by a signed Employee Medical Leave Certification form (Physician and employee signatures).
  - c) The employee has exhausted all accumulated sick leave.
  - d) The employee has served a twenty-five (25) workday waiting period calculated from the onset of the illness/injury (1st day of absence). This waiting period may be satisfied by any combination of paid and unpaid time off.
  - e) The application is made on the prescribed form.
- 8) The application shall be first submitted to the appropriate Department Head who will make his/her recommendation and forward it to the Personnel Department.
  - 9) The Personnel Officer or designee shall review the completed application, the recommendation of the department head, and the employee's personnel records, and either recommend or not recommend the usage, and forward the request to the BAPA Committee of Review.
  - 10) The BAPA Committee of Review shall review the completed application, the recommendation of the department head, the employee's personnel records, and the action of the Personnel Officer or designee, and either approve or disapprove the usage.
  - 11) Such action by the committee shall be final, if in fact the calculations are correct, i.e. days are available in the bank; waiting period has been satisfied; employee is eligible.
  - 12) Each request for Sick Leave Bank usage shall be considered on an individual basis. Each employee, as a condition of applying for Sick Leave Bank usage, shall authorize the Personnel Department to release to the BAPA Committee of Review his time records for review in connection with making the determination required herein.
  - 13) Employees whose absence is covered by Worker's Compensation and who have been granted days by the sick bank shall have the sick bank days replenished to the extent that Worker's Compensation reimburses the County for payment of said days.
  - 14) The recommendation of the department head and the recommendation of the Personnel Department and the BAPA Committee of Review in connection with applications for Sick Leave Bank usage shall be final and binding as provided herein, and shall not be subject to review by the grievance procedure contained in the employment agreement between the County and BAPA or by any other method.
  - 15) Each event of illness/injury shall be eligible for up to seventy-five (75) work days per individual illness or injury. An employee who draws the maximum of 75 days and who has a reoccurrence of the same illness/injury must return to work at least 90 calendar days in order to become eligible a second time for the same illness. A second waiting period would need to be served in the event of reoccurrence.

- 16) The sick bank shall grant no more than twenty-five (25) days per application, but there shall be no waiting period between consecutive 25 day applications.
- 17) Decisions to grant or not grant sick bank leave, and the amount of days granted, shall not be subject to the grievance procedure.
- 18) Employees shall be encouraged to apply for New York State Disability Retirement where applicable.
- 19) The sick bank may grant partial days when an employee is capable of working part-time, and the Department accepts them back to work part-time (i.e. light duty).
- 20) Disability which arises from pregnancy and childbirth shall be treated in the exact same manner as any other illness or injury. However, in no case shall the sick bank be used for family sickness or childcare purposes.

## **APPENDIX A**

### **BAPA POSITIONS**

Accounting Supervisor Grade A

**Aging Services Program Coordinator I**

**Aging Services Program Coordinator II**

Airport Maintenance Supervisor

Airport Parking Manager

Applications Program Specialist

Arena Maintenance Superintendent

Assistant Box Office Manager

Associate Director of Clinical Care

Associate Employment & Training Program  
Coordinator

Box Office Manager

**Business Analyst**

Case Supervisor Grade A

**Certified Nurse Aide Instructor**

Chief Planner

Children With Special Needs Program Supervisor

Clinical Care Coordinator I

Clinical Care Coordinator II

Clinical Nurse Specialist

Computer Operations Supervisor

Computer Programmer Analyst

**Computer Technician Coordinator**

Contract Specialist

Coordinator of Child Support Enforcement

Coordinator of Volunteer Services

Correction Captain

Correction Major

County Receiver of Taxes

Data Base Analyst

Data Base Analyst Trainee

Deputy Sheriff Captain

Dietitian

Director of Health Education

Director of Medical Services

Director of Nursing Home Social Services

Director of Rehabilitation Services

**Director of Planning**

**Director of Solid Waste**

Discharge Planner

Dog Shelter Manager

Economic Development Zone Coordinator

Employment Coordinator

Engineer III

Facility Manager

Fiscal Manager

Food Service Director

Food Service Manager

GIS Administrator

Groundwater Management Specialist

Head Social Services Examiner

Health Information Administrator

Health Program Director

Housekeeping Supervisor

Human Services Coordinator III

Infection Control Nurse

Management Associate

MDS Coordinator

Mental Health Clinic Services Director

Mental Health Program Coordinator

Network Specialist

Nutrition Services Coordinator

Office Manager

**Payroll Supervisor**

**Principal Social Services Examiner**

Probation Supervisor 1

**Project Coordinator**

Public Health Emerg. Preparedness Coordinator

Public Health Engineer

Public Health Program Coordinator

Purchasing Agent

**Real Property Manager**

**Recreation and Youth Services Coordinator**

**Recreation Facility Manager**

Quality Improvement Nurse

Real Property Manager

Recreation Facility Manager

Security Supervisor

Security Officer III

Senior Accountant

Senior Buyer

Senior Emergency Services Dispatcher

**Senior Emergency Services Dispatcher/CAD  
Administrator**

Senior Employment Coordinator  
Senior Financial Analyst  
Senior Public Health Engineer  
Senior Public Health Sanitarian  
Staff Development Director  
Staff Psychologist  
Supervising Clinical Social Worker  
Supervising Fraud Investigator  
Supervising Nurse I  
Supervising Nurse II  
Supervising Public Health Educator  
Supervising Public Health Nurse  
Supervising Support Investigator  
Support Collection Supervisor  
**Systems Administrator**  
Systems Analyst  
Systems Programmer I  
Systems Programmer II  
Systems Programmer Trainee  
Telecommunications Manager  
Transit Supervisor  
Treasury Associate  
Treasury Manager  
Welfare Management Systems Coordinator  
WIC Nutrition Services Director

MEMORANDUM OF AGREEMENT

BETWEEN

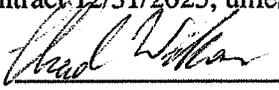
BROOME COUNTY

AND

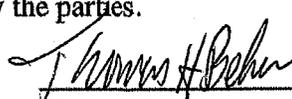
BROOME ADMINISTRATIVE  
&  
PROFESSIONAL ASSOCIATION  
(BAPA)

1. All employees in the BAPA bargaining unit are mandatorily enrolled in a sick bank. Enrollment requires an initial contribution to the bank of two (2) sick days (upon completion of one year of service in Broome County) with one (1) sick day thereafter each January.
2. The parties have discussed and have agreed that effective January 1, 2021 employees with a minimum of five (5) years of employment in a BAPA title, will no longer have to contribute to the sick bank if the balance of sick days in the BAPA Sick Bank as of January 1<sup>st</sup> of a given year is 2,000 days or more. If the balance of days on January 1<sup>st</sup> is below 2,000 days, every BAPA employee will be required to contribute to the sick bank for that year. The Broome County Personnel Department will make the final determination as to how many days are in the sick bank and whether sick day contributions to the bank will be required for those qualifying employees.
3. This Memorandum of Agreement is non-precedent setting and may only be changed with full approval of both parties.
4. This Memorandum of Agreement was agreed to by all parties and referenced in the signed Tentative Agreement dated March 11, 2020 and subsequently agreed to by Broome County Resolution 2020- 148 dated April 21, 2020 and will become effective January 1, 2021 and will expire at the end of this contract 12/31/2025, unless extended by the parties.

Signed:

  
Chad Williams  
President, BAPA

4/21/2020  
Date

  
Thomas H. Behan  
Personnel Officer

4/23/2020  
Date

March 30, 2012

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the representatives for Broome County and the Broome County Sheriff's Office ( Employer) and Broome Administrative and Professional Association (BAPA).

The Employer and BAPA are in agreement to transfer select Sheriff administrative positions to BAPA. These positions and new grades under BAPA are identified as follows:

Corrections Major- Grade 28  
Corrections Captain- Grade 26  
Deputy Sheriff Captain-Grade 28

Once transferred into BAPA, the individuals employed in these positions would be covered under all of the terms and conditions of the 2010-2014 BAPA collective bargaining agreement, including but not limited to compensation, insurances, paid time off, **sick bank**, pensions etc. Once approved, this MOA will require the 2010-2014 BAPA collective bargaining agreement to be revised to **add the provisions of this MOA**, specifically Article 22-Pension- to include all of the New York State Employees Retirement System (NYSERS) plans that these above-mentioned positions are currently covered under, including the NYSERS Plan 75-I Article 14 and Article 15 (current plan covering BAPA employees); special Sheriff plans NYSERS Section 89-M ( Corrections 25 year plan) and Article 14-B, Section 552 (Deputy Sheriff 20 year plan).

The incumbents in the aforementioned positions will be placed within the BAPA Salary Grade Schedule upon the effective date of this MOA. Below is a table outlining the new grades, steps and salaries:

<b>Title</b>	<b>Current Salary</b>	<b>New BAPA Grade/ 2012 Salary</b>
Deputy Sheriff-Captain	\$74,630	Grade 28-Step 2-\$77,580
Corrections-Major	\$74,589	Grade 28-Step 2-\$77,580
Corrections-Captain	\$69,514	Grade 26-Step 3-\$72,444

This MOA constitutes the entire agreement and understanding between the parties on the issues addressed herein and will become effective upon final signatures by all parties.

For The Employer

Thomas H. Behm

Date 4/27/12

\_\_\_\_\_  
Date \_\_\_\_\_

For BAPA

Randall Cook

Date 4/27/12

\_\_\_\_\_  
Date \_\_\_\_\_