

# **AGREEMENT**

**by and between the**

**COUNTY OF TOMPKINS**

**and the**

**TOMPKINS COUNTY UNIT 8900-01**

**of**

**THE CIVIL SERVICE  
EMPLOYEES' ASSOCIATION, INC.  
Local 855, AFSCME, AFL-CIO**

**AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES**

**BLUE COLLAR UNIT**

**JANUARY 1, 2008 – DECEMBER 31, 2009**

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## **SECTION 1 - INTRODUCTION**

This settlement, effective the first day of January 2008, shall remain in effect through December 31, 2009. Negotiations shall commence no later than June 30, 2009, for a subsequent agreement. The County of Tompkins shall hereinafter be referred to as the County, and the Tompkins County Unit 8900-01, Local 855, CSEA/AFSCME, shall hereinafter be referred to as the Union. The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this agreement.

## **SECTION 2 - RECOGNITION**

The County recognizes the Civil Service Employees' Association, Inc. Local 1000, AFSCME, AFL/CIO as the sole and exclusive representative for all employees designated in the Blue Collar Unit and excludes elected officials, Sheriff's Department employees, White Collar Unit employees, managerial and confidential employees. (See Exhibit C for a list of Blue Collar Unit positions as of 1/1/2008)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues and Agency Fee Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller's Office and agency fees for all other non-member employees of the Unit. Agency fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time, seasonal or temporary status. No other unrecognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to CSEA, Capitol Station, Box 7125, Albany, NY 12224.

If a change in the amount of dues or Agency fees to be deducted occurs, the Union shall notify the employer of such change within two pay periods from the date of notification, the County shall implement said amount change.

The CSEA shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or for reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by CSEA to the employer.

## **SECTION 3 - EMPLOYEE - DEFINITION**

1. The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

a) Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:

(i) Part-time employees: Part-time employment means any employment or combination of employment in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division.

(ii) Temporary employees: A temporary appointment may be made under the following circumstance: When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule.

(iii) Seasonal employees: A seasonal employee is a person hired for less than 190 days and is to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

#### SECTION 4 - COMPENSATION

1. Annual salaries and hourly rates are attached (See Exhibits B-C).

2. Annual Salary Increases

a) Effective as of the date of the ratification of the contract, each labor grade will increase on the following schedule:

Effective 1/1/08, each labor grade will increase by 3% on the 2007 base salary.

Effective 10/01/08, each labor grade will increase by an additional 1% to the base salary.

Effective 01/01/09, each labor grade will increase by 3% on the 2008 base salary as of December 31<sup>st</sup>.

b) Employees will be hired in title at the Hire Rate in the labor grade until a training period of nine months has been completed. Following the prescribed training period the employee will move to the Working Rate.

3. Longevity Payment

Each employee will receive a longevity payment according to the following schedule, in the first pay period of December of each year of the contract if they are actively employed as of that date. Payments for part-time employees will be pro-rated. If an employee retires or is laid off during the year, but prior to the first pay period in December, the longevity payment will be made upon retirement or lay-off if otherwise eligible. Employees who resign or are terminated prior to the payment date are not eligible for payment.

	2008	2009
25 or more years	\$550.00	\$550.00
20-24 years	\$500.00	\$500.00
15-19 years	\$450.00	\$450.00
10-14 years	\$400.00	\$400.00

Longevity payments are not added to base salary for the purposes of computing salary increases in future years.

4. Shift Premium

a) The County will pay, as of 1/1/08, (\$1.00) a one dollar per hour shift premium, for the life of the contract, shift premiums to all employees who are assigned to work and work a regularly scheduled full second or third shift and/or a regularly scheduled shift on Saturday and/or Sunday.

b) Definitions of Shifts

(i) First shift (day shift): any shift starting from 6:00 a.m. through 11:59 a.m.

(ii) Second shift (evening shift): any shift starting from 12:00 noon through 4:59 p.m.

(iii) Third shift (night shift): any shift starting from 5:00 p.m. through 5:59 a.m.

(iv) Weekend shifts (Saturday/Sunday): any shift starting from 6:00 a.m. Saturday morning through 5:59 a.m. Monday morning.

5. Salary for Part-time employees

Payment for part-time employees will be made on the basis of the annual salary for the classification concerned, divided by the division's standard annual work hours.

6. Salary for Rehired or Reinstated Employees

Any person rehired or reinstated in the same title shall be hired at the Working Rate if the training period was served prior to resignation/removal.

7. Overtime Compensation for Non-Exempt Employees

Overtime compensation shall be as follows except where Federal Laws, State laws, or this contract provide differently.

a) Definition: Overtime is defined as the computation of all hours worked by an employee beyond the total hours of a normal pay week of the particular County department.

b) Computation of overtime hours - The County will continue its present pay practice for the life of the contract except that all paid hours will be counted when computing overtime. Authorized overtime will be credited to an employee in units of one-tenth of an hour.

c) Except in emergencies, no employee shall work overtime unless overtime is necessary and has prior approval by the appropriate department head or his/her designee.

d) The County will pay overtime in accordance with the Fair Labor Standards Act as long as said Act has legal force and effect over the County.

e) For non-exempt employees with a 40 hour work week, time and a half will be paid for hours over 40 in any work week.

- f) For those non-exempt employees working a 35 hour work week, if the employee works between 35 and 40 hours in a work week, all hours worked over 35 hours and up to 40 hours would go into his/her compensatory time off bank. If the hours paid in the workweek exceed 40 hours, the employee shall receive straight time earnings for all hours between 35 and 40 hours, and time and a half for all hours over 40. Compensatory time off may be accumulated to a maximum of (105) one-hundred and five hours for employees who work 35 hours per week only and for all employees who work 40 hours per week, compensatory time may be accumulated to a maximum of one hundred and twenty (120) hours.
- g) The employee may suggest to the Division Head up to three dates that the employee would like to use the compensatory time. The Division Head will give consideration to the employee's suggested dates. The sole and final responsibility for deciding the compensatory time off remains the prerogative of the Division Head.
- h) When it is impracticable to grant compensatory time off within a reasonable period, the department head or his/her designee shall recommend that the employee be paid for overtime work.
- i) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract. An employee working a 40-hour workweek may choose to be compensated at time and a half off, in lieu of time and a half pay, for overtime worked up to a maximum of 120 hours. The employee is responsible to request and obtain approval to take this time off within ninety days of accrual. Management reserves the right to schedule time off but agrees to show a good faith effort to grant said time as requested by the employee.

## 8. Call-In Time

- a) Employees in the Divisions who are called in to work outside their regular shift will be guaranteed a minimum of four (4) hours pay, except that if any call-in hours duplicate those hours used for calculating overtime pay in accordance with the Fair Labor Standards Act they shall not be paid twice. The extension of the workday either before or after the employee's regular shift shall not constitute call-in time. Schedule changes, which occur at least one week in advance, do not constitute call-in. The hours subject to compensation shall begin upon the arrival to the work site.
- b) Travel Time - Division employees called in on an emergency will be compensated, to a maximum of one-half hour, to travel to work. Call in does not apply to Section 16 - Emergency Closing.

Examples: If an employee's shift is 7:00 a.m. to 3:30 p.m. and they are asked to stay beyond the end of the shift without a break in hours worked, it is considered an extension of the shift. There is no travel time.

If an employee is called in and starts work at 5:00 a.m. and works until the beginning of his/her shift they will be paid for all hours worked (5:00 a.m. to 7:00 a.m.), it is considered an extension of the shift. Call-in of .5 of an hour would apply.

If an employee is called in at 5:00 a.m. and works until 5:30 a.m. due to the job being completed the employee will be paid for two hours (5:00 a.m. to 7:00 a.m.). There shall be no assignment of "make work" to complete the hours paid. Call-in of .5 of an hour would apply.

If an employee is called in more than four (4) hours in advance of the

start of the shift he/she will be paid a minimum of four (4) hours. There shall be no assignment of "make work" to complete the hours paid. The employee shall be paid for travel time in addition to the four hours paid. Additional examples are attached as Exhibit E.

c) Airport Emergency Call-in:

- i. If an off-duty Airport employee responds to an aircraft emergency call that is canceled before or shortly after he/she arrives at the airport, the County will compensate that employee for two hours at the employee's regular rate of pay, or at the employee's overtime rate, if the employee has completed his/her normal 40-hour work week. In order for this payment to be made, the employee must report to the Airport in person and sign his/her name on the "Run Sheet."
- ii. If an off-duty Airport employee responds to an emergency call, arrives at the airport, signs in, and is then called upon to assist with the emergency, the County will compensate that employee for all time actually worked or for a minimum of four hours at the employee's regular rate of pay, or at the employee's overtime rate if the employee has completed his/her normal 40-hour work week. In order for this payment to be made, the employee must report to the Airport in person and sign his/her name on the "Run Sheet."

The above does not apply to airport snow clearance or other non-emergency airport work. Existing airport procedures with regard to snow clearance and non-emergency work shall remain in place.

9. Tardiness

Regular time shall be computed from the normal starting time for each employee's regularly scheduled shift. In the event of tardiness the time deducted will be computed in units of one-tenth of an hour.

10. County Vehicles

- a) Personal use of County owned vehicles is expressly prohibited, except for authorized commuting and de minimus personal use. De minimus personal use may include stopping for lunch between business stops or stopping for a personal errand on an authorized commute. Any stop for lunch must be within three miles of the route between stops and any stop for a personal errand must be within three miles of the route reasonably taken for the authorized commute. In no event shall the transportation of unauthorized passengers be considered a de minimus use.
- b) A CDL Class A or B license is required to meet the minimum qualifications for certain positions within the bargaining unit. The County will provide the appropriate vehicle to test for licensing, including up to one-half (1/2) day for familiarization, to any full-time permanent bargaining unit employees who otherwise meet the minimum qualifications but who lack the appropriate Class A or B Commercial Driver's License.

11. Mileage

County employees authorized to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service business travel rate for the use of such vehicles.

**SECTION 5 - TRAVEL EXPENSE REIMBURSEMENT**

12. No travel advance will be made to employees who travel on County business. Expenses must be covered by use of a County purchase order form, or use of a conference/meeting and travel/training expense voucher.

Travel expenses will be reimbursed only for travel authorized in advance. The maximum meal allowance reimbursement for out of County business shall be as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00

Breakfast will be reimbursed only if the employee must leave home before 6:00 a.m. Lunch will be allowed only if the employee is out of the County and can not return by 2:00 p.m., exclusive of stopping for lunch. Dinner will be allowed only if the employee is out of the County and can not return by 8:00 p.m., exclusive of stopping for dinner.

Employees on County business who are required to travel out of the County for an entire calendar day will be allowed a per diem rate up to the maximum of \$30.00 for meals on that day, no receipts will be required. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expenses incurred while on approved County business in or out of the County if

- a) an employee is participating in an approved conference or training program and,
- b) meal costs are not included in any registration costs and,
- c) the meal is offered as part of the conference or training program and has a prearranged cost.

Reimbursements will be made for tolls and parking.

The above expenses will be reimbursed only when the appropriate receipts are submitted with the travel voucher.

The current meal allowance shall apply when County employees are working during an official emergency, and no receipts will be required.

**SECTION 6 - WORK WEEK**

The basic workweek will be up to and including 40.0 hours as determined by the department head or his/her designee for all titles except Cleaner. Employees who work a 35.0-hour week can earn up to 105 hours of compensatory time.

Employees hired in the title of Cleaner after 1/1/94 automatically accept the workweek assigned by the department head or his/her designee.

- a) Management and employees recognize the need to work overtime.
- b) Employees will demonstrate a good faith effort to work overtime.
- c) Management will make a good faith effort to accommodate the personal needs of the employees.

## **SECTION 7 - TIME CARDS/ CLOCKS**

The Highway and Airport divisions will use time clocks. Time clocks/cards will be signed in ink at the end of the pay week. Other divisions will have time cards that shall be filled out daily in ink and signed by the employee on the last day of his/her workweek.

## **SECTION 8 - CIVIL SERVICE EXAMINATIONS**

1. If an applicant for a civil service examination wants to take the examination on an alternate date, he/she must submit the request in writing to the Tompkins County Personnel Office for approval. The request must include the reason for the alternate date and time for which the examination is requested to be scheduled. The Personnel Department will respond to the applicant in writing. (See Exhibit A for procedure/requirements involved in granting alternate dates.)
2. The County will comply with the present Civil Service Rules for Tompkins County as they pertain to employees' rights to inspect examination papers.
3. An employee scheduled to work on the day that he/she is to take a Tompkins County Civil Service examination, and who gives his/her department head or his/her designee five working days notice of the examination, shall have his/her work schedule changed to permit him/her to take the Tompkins County Civil Service examination as scheduled.

## **SECTION 9 - BENEFITS APPLICABILITY**

1. Permanent and Provisional Employees
  - a) All employees appointed on a permanent or provisional basis who are appointed to work a standard work week, shall receive sick time (including personal time), disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance and dental insurance.
  - b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week, at 33% or more full time equivalent, shall accumulate sick, disability and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or sick hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees shall be eligible to sign up for health insurance and dental insurance, the same as full-time employees, if they are working 50% and over the full-time equivalent.

They shall receive holiday pay and bereavement pay on the following basis:

- i) employees working five days per week shall receive bereavement or holiday pay based on the average daily hours worked in the last two full pay periods (four weeks). Employees working the full-time equivalent work week, but less than five days per week will receive a maximum of 7 or 8 hours (35 or 40 hour schedule) for each eligible bereavement day or holiday.

- ii) employees working less than five days per week shall receive bereavement and holiday pay for any hours normally scheduled for the bereavement day or holidays. Employees' schedules may not be changed to either grant or deprive them of bereavement or holiday pay.
- c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33% of the time on an annualized basis (86 work days per year), shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, vacation time, bereavement pay and holiday pay; persons working 33% to 49% of the full-time equivalent shall not be eligible to sign-up for health insurance or dental insurance, but shall receive other benefits on a prorated basis; persons working 50% and over of the full-time equivalent shall be eligible to sign-up for health insurance and dental insurance the same as full-time employees and will receive pro-rated benefits.

## 2. Temporary and Seasonal Employees

- a) All employees originally hired on a temporary basis for longer than 120 calendar days shall be eligible for the same benefits as permanent and provisional employees.
- b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, bereavement pay and holiday pay.
- c) If an employee originally hired for fewer than 120 days is continued in the same position in the same division for longer than 120 days, (or receives a permanent or provisional appointment in the same title in the same department), that employee shall be eligible to sign up for health insurance and dental insurance as of the 121st day and will accumulate vacation, sick time (including personal time) and disability from the original date of hire. This paragraph specifically does not apply to seasonal employees.
- d) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any division, that employee shall be eligible to sign up for health insurance and dental insurance as of the date of provisional or permanent appointment and will accumulate vacation, sick time (including personal time) and disability from the original date of hire.
- e) All Department of Public Works employees designated seasonal who are hired for 190 days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, or bereavement pay. They shall receive holiday pay.

## SECTION 10 - HOLIDAYS

1. The County will observe paid holidays for the duration of this agreement according to the following schedule: (except Airport non-clerical employees):

HOLIDAY	2008	2009
New Years Day	Tuesday, January 1, 2008	Thursday, January 1, 2009
Martin Luther King Jr. Day	Monday, January 21, 2008	Monday, January 19, 2009
Presidents' Day	Monday, February 18, 1008	Monday, February 16, 2009
Memorial Day	Monday, May 26, 2008	Monday, May 25, 2009
Independence Day	Friday, July 4, 2008	Friday, July 3, 2009
Labor Day	Monday, September 1, 2008	Monday, September 7, 2009
Columbus Day	Monday, October 13, 2008	Monday, October 12, 2009
Veteran's Day	Tuesday, November 11, 2008	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 27, 2008	Thursday, November 26, 2009
Day After Thanksgiving	Friday, November 28, 2008	Friday, November 27, 2009
Christmas Day	Thursday, December 25, 2008	Friday, December 25, 2009

2. The floating holiday is to be requested by December 1, and used by December 31 of the current year.
3. For part-time employees, divide the number of hours in the employee's standard workweek by five to equal the number of floating holiday hours paid.
4. The airport will remain open on holidays. Other divisions of the Public Works Department will be open on designated holidays as necessary.
5. Airport employees (non-clerical) shall be granted a total of twelve (12) compensatory days off for holiday purposes at the beginning of each contract year and these days must be used during that contract year, and holidays will not accumulate from year to year. If an employee has used more holiday time at termination than would have been used by the holiday schedule above, those days' pay will be deducted from the Airport employee's last paycheck. Any employee at the Airport Division who works the actual day on which the holiday falls shall receive time and one-half pay for the holiday. The Airport Manager is responsible for scheduling holidays.
6. If a scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day off without loss of pay (see Section 9 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard work week.)
7. An employee who reports sick time both the work day before and the work day after a scheduled holiday may be asked by the department head or his/her designee to provide a doctor's statement covering the illness. Payment for the holiday shall be made after the receipt of a doctor's statement by the Personnel Department.

## SECTION 11 - VACATION

1. Every employee shall be eligible to take paid vacation after (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. No pay for vacation time will be made if an employee terminates with less than six months service.

2. Any person who returns to work, regardless of how long they have been off the payroll, will receive vacation credit for all previous County service.
3. Vacation will accrue at the following rates:

Years Completed		Vacation		
At least	But less than	Accrues at	Day(s) per month	To a maximum of:
1 month	5 years	5/6	of a day per month	10 days
5 years	8 years	1 1/4	days per month	15 days
8 years	10 years	1 1/3	days per month	16 days
10 years	12 years	1 5/12	days per month	17 days
12 years	14 years	1 1/2	days per month	18 days
14 years	15 years	1 7/12	days per month	19 days
15 years	+	1 2/3	days per month	20 days

4. Employees with accumulated vacation equal to three years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the three-year maximum accumulation.
5. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.
6. All vacation time must be requested of and approved by the division head or his/her designee in advance of the vacation. The division head or his/her designee will be responsible for scheduling vacation time. Vacation can not be denied to any employee by the division head or his/her designee in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.
  - (b) In the Highway Division, a maximum of four (4) employees may be granted vacation for the same week. Vacation shall be granted up to a maximum of two (2) weeks at a time.
  - (c) In the Facilities Division, a maximum of three (3) employees per group (i.e., Maintenance and Cleaning), may be granted vacation for the same week with no more than two Cleaners per shift on vacation.
  - (d) In the Airport Division, a maximum of two (2) employees shall be granted vacation for the same week. Vacations shall be granted up to a maximum of two (2) weeks at a time. Vacation requests for the year may be submitted by January 31<sup>st</sup> of that year. Such requests shall be granted by seniority. All other vacation requests submitted after January 31<sup>st</sup> shall be granted on a "first come, first served" basis.

In each case above, the Supervisor shall give notification to the employee of the approval or disapproval of the vacation request within three (3) working days of the date of receipt of the request.

7. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation without loss of pay.

8. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the department head or his/her designee for transmittal to the Commissioner of Personnel.
9. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date. (See also Section 14 - Unpaid Leave of Absence).
10. a) Any employee who is laid off, resigns, or retires shall receive up to three year's earned vacation time if the employee gives 10 working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least 10 days following such written notice. Paid vacation time received at the time can not be used to extend the termination date.
- b) All earned vacation and/or compensatory time shall be paid to an employee's estate upon his/her death.
- c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

#### **SECTION 12 - SICK LEAVE**

1. Employees must report all absence or tardiness as early as possible by contacting the department head or his/her designee and giving the following information: name, reason for absence, and length of time expected to be absent.
2. Accumulation of Sick Leave Time
  - a) Each employee working the standard work week shall accumulate sick leave time at the rate of one day per month. (See Section 9 - Benefits Applicability for rule governing sick leave time for employees working other than the standard work week.) Updated accrual of sick leave time is not available for use until posted on the pay stub following the end of the pay period in which the update occurs.
  - b) The maximum amount of sick leave that may be accumulated by any employee is 180 days as of 1/1/08. Employees with an accumulated sick time balance of 180 days will not accumulate any more sick time until their balance drops below 180 days through their use of some of the sick time.
  - c) Employees on unpaid leave of absence shall not accumulate sick time during the leave (See Section 14 - Unpaid Leave of Absence).
3. Use of Sick Time
  - a) Sick time may be used only for personal illness except as described in b) and c) below.

- b) A maximum of five days of the twelve sick days per anniversary year may be used for personal business or family illness except after notice of termination has been filed. Prior approval by the department head or his/her designee is required for leave for personal business. Employees must report to the department head or his/her designee as soon as possible for leave for family illness. Personal days will not accumulate from year to year.
- c) A maximum of two of the twelve sick days per anniversary year may be used to extend bereavement time when taken in conjunction with Bereavement - Section 15 of this contract.

4. Extended Use of Sick Leave

Employees absent from work for five or more consecutive days due to personal illness or accident shall submit to the Personnel Department a doctor's statement covering the complete absence (form supplied by Tompkins County) before receiving his/her sick pay.

5. Compensation Insurance Reimbursement

Employees, at the time of a work related injury, will be offered by the Personnel Department a choice of either option (i) or option (ii) listed below.

(i) The employee collects weekly benefits from the compensation insurance carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible;  
OR

(ii) The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Office would file with the Workers' Compensation board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's hourly salary at the time of incident (see example below) and would be reinstated, subject to reimbursement from the compensation insurance carrier.

Example:	Hourly Salary	\$6.00
	Weekly Workers' Compensation Award	\$300.00

Reinstate credit for sick hours (rounded to nearest tenth) based on Workers' Compensation reimbursement divided by hourly rate at time of incident. ( $\$300.00 / \$6.00$  per hour = 50 sick hours time reinstated).

### SECTION 13 - DISABILITY INSURANCE

1. Each employee who is eligible to accumulate sick time will be covered through a disability insurance plan provided through the County, which will operate in the following manner:
  - a) In the event an employee is disabled due to an off-the-job injury or illness, the employee may apply for disability insurance coverage through his/her department, by submitting a physician's statement (form supplied by Personnel) to verify such disability and the expected length thereof. For all medical absences of 5 or more days, a physician's statement is required.
  - b) In the event an employee is unable to work due to an on-the job injury or illness and such workers' compensation claim is controverted by the County and/or carrier, such employee shall also be entitled to apply for disability benefits during such controversion, by supplying the form noted above in (a) in addition to having filed a C2 (Employer's Report of Injury) and other pertinent workers' compensation forms. Immediately upon notice that such claim is being controverted, the County will notify the disability carrier, or if self-insured, the County will process necessary paperwork for benefits to be made available through the disability plan.
  - c) Disability plan benefits begin to be payable after a seven-day waiting period (five working days) upon submission of a completed and acceptable doctor/employee statement (form provided by the County see (a) above). The deadline for disability forms is 9:30 AM on the Monday following the end of the pay period. Failure to provide the form by the deadline specified will result in disqualification of the benefit for that pay period. Lack of information and/or untimely filing with the County will relieve the County of any liability for retroactively or untimely commencement of disability payments.
  - d) When continuous medical leave exceeds five (5) days, the department head or his/her designee shall require as a condition of payment, a statement from the employee's physician certifying the nature of the injury or illness and probable period of disability. When continuous medical leave exceeds ten (10) days, the Department Head may require a physical examination by a physician selected for and paid for by the employer, and continuing physical examinations at reasonable intervals while the injury or illness continues, at the discretion of the physician selected.
  - e) Disability benefits would be payable to a maximum weekly amount equal to any current maximum imposed by the N.Y.S. Disability Benefits Law, whether the plan is insured through a carrier or self-funded by the County, but in no instance may such payment exceed the employee's normal gross bi-weekly pay. All disability payments will be paid bi-weekly. Disability payments for less than the full standard workweek shall be pro-rated (daily rate multiplied by days absent). No partial day payments will be made.
  - f) Any employee who qualifies for such disability payments will, at employee's discretion, be able to supplement such payments through his/her sick hours balance, vacation hours balance, and/or compensatory hours balance, to be used at the employees discretion for such supplementation of disability payments, but in no instance may such payment exceed the employee's normal gross bi-weekly pay.

- g) Disability payments would be payable to a maximum of twenty-six (26) weeks in any consecutive fifty-two week period; such 52 week period is deemed to begin as of the first use of disability time.
- h) No employee may use any combination of sick time and/or disability benefits exceeding twenty-six (26) weeks in any consecutive fifty-two (52) week period, without the express consent of the County upon submission of the appropriate medical evidence and, at the County's discretion, an examination by an independent physician to document the employee's continued disability.
- i) The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if it appears such an employee is entitled to such benefit and the employee will be disabled and unable to resume work by the end of the twenty-six (26) week period.
- j) In the event that the employee's physician and/or the County appointed physician should find that the employee is able to perform light duties, the employee shall be given such employment until such time that the employee is able to perform his/her regular duties. Acceptance of other employment outside of county government shall constitute a waiver of employee's other rights under this provision. In the event that there is a disagreement of the recommendation to return the employee to work by one physician, that physician must consult with the other physician.
- k) The Employer should make every effort to place an employee who becomes partially disabled while in his/her present title, on work which he/she is able to perform. Employee will be paid at his/her present rate of pay at the time disability began and any raises per contract.

#### **SECTION 14 - UNPAID LEAVE OF ABSENCE**

1. Unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the County of Tompkins.
2. Unpaid leave of absence must be requested in writing and approved in advance of the leave by the department head or his/her designee.
3. Civil Service Law and Tompkins County Rules concerning leave of absence shall be followed in the granting of unpaid leave of absence.
4. Vacation and sick anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. Vacation and sick time credit will not accumulate during the unpaid leave of absence. An employee on unpaid leave of absence may not claim any bereavement pay or holiday pay.
5. An employee who takes an unpaid leave of absence for medical reasons must use all of his/her benefit time (vacation, sick, and compensatory time off) before commencing the leave. An employee who takes an unpaid leave of absence for non-medical reasons must use all of his/her benefit time except sick time (vacation, personal, and compensatory time off) before commencing the unpaid leave.

6. An employee who is reinstated from an unpaid leave of absence in the same calendar year during which the leave commenced shall be reinstated to the same rate he/she was earning at the time the leave commenced. An employee who is reinstated from an unpaid leave of absence in a different calendar year than the one in which the leave commenced shall be reinstated (a) to the same rate he/she was earning at the time the leave commenced if he/she worked less than 33 percent (86 work days) of the calendar year in which the unpaid leave was commenced, or (b) to the rate dictated by Section 4 - Compensation, if he/she worked more than 33 percent (86 work days) of the calendar year in which the unpaid leave was commenced.
7. Parenting Leave
  - a) Parenting leaves shall be granted to a permanent employee at the time of birth or adoption in accordance with the provisions of this contract, at the employee's request, up to a maximum of six months subject to renewal for another six months for reasons considered satisfactory to the County.
  - b) A provisional employee with one year's continuous service who has requested time off due to parenting from a County position where the exam for that position has not been made available since the employee's appointment, or where the exam has been given but the eligible list has not been established, will be granted the right to be rehired in the same title in the same department as granted for permanent employees in a) above, provided the position is still in existence and no one else has been appointed from an eligible list.
  - c) By law, an unpaid leave of absence may be granted only to permanent employees. The agreement in b) above to rehire provisional employees under certain conditions merely provides a benefit to certain employees who by law may not be granted an unpaid leave of absence.
8. Employees may be granted an educational leave of absence without pay in accordance with Rule XIX of the Tompkins County Civil Service Rules.
9. The County will adhere to the provisions of the Family and Medical Leave Act of 1993 as a minimum standard.

#### **SECTION 15 - BEREAVEMENT**

In the event of a death in the County employee's immediate family (immediate family defined as spouse/domestic partner, son, daughter, mother, father, stepparent, stepchild, sister, brother, grandparent, grandchild, or spouse/domestic partner's mother, father or children) said employee shall be entitled to three (3) of the next five (5) working days off with pay. One additional day may be used if interment takes place at a later time, e.g., weeks or months following the death of a family member. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours for that department. A statement covering that absence (form provided by the Personnel Department) must be signed and returned to the Personnel Department on the day the employee returns to work.

## **SECTION 16 - EMERGENCY CLOSING**

The County can only be closed by the County Administrator in case of an emergency. The Airport will remain open unless closed by the Airport Manager. Other divisions of the Public Works Department will be open as necessary. When the County Administrator closes the County prior to the beginning of the workday, essential personnel will be designated by the department head or his/her designee based on the nature of the emergency. The Department Head or his/her designee is responsible to contact the essential personnel to report to work. When the County Administrator closes the County, Blue Collar Public Works employees will be paid as follows:

- a) Those people who come to work on a day when the County is open and later closed, and remain at work until the County is closed, will charge Code 1 (time worked) for their normal work hours of 7.0 or 8.0.
- b) Those employees who come to work on a day when the County is later closed but decide to leave work before the official closing, will charge Code 1 (time worked) for the hours worked plus the official hours that the County is closed. They must charge a fringe benefit for the period of time between when they left and the County was officially closed. If they have no fringe benefit, they would not be paid for that time.
- c) Those employees who, prior to the day of closing, schedules sick, personal, vacation, holiday or compensatory time, would charge the benefit that they had scheduled for that full day.
- d) Those employees who do not report on a day when the County is later closed will charge a fringe benefit for the period of time from reporting time to the official time the County is closed, and Code 1 (time worked) for the period of time the County is closed.
- e) Essential personnel called in and reporting to work during an emergency closing will be compensated by either time off or payment at the rate of one and one half times for the hours worked.
- f) If the County is closed during the work day the designated essential personnel will be compensated by either time off or payment at the rate of one and one half times for all hours worked after the official closing.
- g) Designated emergency personnel will be paid for meals per Section 5.

## **SECTION 17 - JURY DUTY**

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work. An employee with a regularly scheduled day shift is not required to report to work prior to jury duty. An employee with a regularly scheduled second or third shift assignment shall have his/her shift changed to day shift for the duration of the jury duty.

## **SECTION 18 - RETIREMENT INSURANCE**

1. The New Career Plan (Section 75-i) of the New York State and Local Employees' Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Board of Representatives on January 16, 1990:
  - a) A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of service. (Members with fewer than 20 years of service retire under provisions of Section 75-e)
2. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.
3. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

## **SECTION 19 - HEALTH INSURANCE**

1. The employees shall be covered under the Central New York Region-Wide Plan, Option II.
2. All employees who participate in a health care plan provided by Tompkins County automatically pay health care contributions with before-tax dollars. If the employee prefers to contribute on an after-tax basis, the employee must complete a Select Benefits form to elect that option during open enrollment each year.
3. The County shall pay 80% of the Health Insurance Premium for Single and Family coverage for participating employees effective April 1, 2001. Participating employees will pay 20% of the Health Insurance Premium. To offset the cost of moving from an employee premium share of 15% to 20%, the County will deposit initially an amount equal to that 2001 cost, into a Voluntary Employee Benefit Account (VEBA) for each participating employee Authority under IRS code 105(c)(9). The yearly VEBA deposit will increase or decrease by the same percentage that the annual Health Insurance Premium increases or decreases.
  - a) Employees who are not enrolled in health insurance through Tompkins County are not eligible for a VEBA payment.
  - b) Any employee hired after 1/1/2001 will become eligible for a VEBA payment on January 1 following five years of continuous service after 1/1/01 provided they are otherwise eligible.
  - c) Employees on an unpaid leave of absence whose health insurance is cancelled either by request or for nonpayment, will be eligible for a VEBA payment on January 1 following their return to work provided they are otherwise eligible.
4. The County shall pay the monthly health insurance premium upon retirement of an employee based on the value of the employee's sick time balance at the time of retirement.

5. Employees must sign up for Medicare if eligible, at retirement.
6. The County shall provide up to the premium as stated in paragraph 3 of this section for those employees of Tompkins County who elect to participate in a duly provided prepaid health plan, health maintenance organization, or independent physicians' association.
7. The cap placed on the Flexible Benefits Program Medical/Healthcare Account will be established at \$3,000 effective January 1, 1998. If the County determines that the net loss for a program year exceeds \$5,000, the County reserves the right to return the cap in the next year to \$2,000, by notifying all employees by September 1, preceding the change.

#### **SECTION 20 - DENTAL INSURANCE**

The CSEA Sunrise Dental Insurance Plan will be provided for all eligible bargaining unit employees and their families, according to the terms and conditions of the policy, at 100% employer paid premium for the life of this contract. The County shall provide an alternative Request for Proposal (RFP) for dental insurance equal to or better in benefit compared to the CSEA Sunrise Dental Plan no later than 01/01/09.

#### **SECTION 21 - REST PERIODS**

All employees will be allowed a twenty-minute rest period during each full shift they work. Rest periods may not be used to extend the lunch period or shorten the workday.

#### **SECTION 22 - MEAL PERIODS**

For each full shift the employee works, the employee shall be entitled to a meal period. Such meal period may not be used to shorten the workday. The department head or his/her designee is ultimately responsible for scheduling meal periods.

#### **SECTION 23 - RECIPROCAL RIGHTS**

1. The County and the CSEA will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status or sexual orientation.
2. The County will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union.
3. The County recognizes the rights of the employees to designate a reasonable number of representatives of the Tompkins County Unit of CSEA, Inc. to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract. A written list of CSEA representatives shall be furnished to the Commissioner of Personnel immediately after their designation and CSEA shall notify the Commissioner of Personnel of any changes.
4. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one representative per grievance, unless this requirement is waived by agreement of both parties.

5. The employee, employee representative or the Section President or Unit President shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall obtain permission from their department head or his/her designee for them to leave their jobs.
6. The Commissioner of Personnel shall be notified in writing, 48 hours in advance, of the name of the employee and employee representative who will be attending said meeting.
7. The CSEA Field Representative and the agents of CSEA shall notify the department head or his/her designee on arrival of their presence and the reason for said visit.
8. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the County, subject to the approval of such notices by the Commissioner of Personnel.
9. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of County time and Union activity as defined in this section, and to advise its members when necessary for any abuse of this privilege.
10. CSEA representatives as designated above shall be paid their regular salary at the regular rate of pay for conducting authorized CSEA business that occurs during their normal working hours. If the conduct of authorized CSEA business extends beyond normal working hours, there shall be no additional pay. While conducting authorized CSEA business, representatives will record their time spent on such business with an explanation of how such time was spent. These forms will be provided by the Personnel Office and must be turned in with the time cards.
11. Union time off - time off without pay shall be granted for Union conferences, provided ten working days' notice is given, in writing, to the department head or his/her designee, with a limit of one person per division at one time. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five days per person per year.
12. The County agrees to provide free of charge to CSEA a list of all Blue Collar Unit County employees, including names, job titles and departments, and on a monthly basis thereafter to provide CSEA with a list of new Blue Collar Unit Employees, titles and departments.
13. The County agrees to provide free of charge to CSEA all changes to the County Administrative Manual.

## **SECTION 24 - PERSONNEL FILES**

Each employee shall be given copies of all employee performance reviews within ten (10) days of the date that are placed in the employee's personnel file. He/she shall have the opportunity to sign, date and submit any response he/she desires to the employee performance reviews. The employee's personnel files are those in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action or denial of promotion. The employee shall have the right to examine his/her personnel file in the Personnel Department after contacting the Commissioner of Personnel to schedule a time and date.

## **SECTION 25 - MANAGEMENT RIGHTS**

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 right to determine the mission, purposes, objective, hours, scheduling, days off and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the New York State Civil Service Law, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

## **SECTION 26 - PROMOTION**

1. a) Promotion is defined as the movement of any employee from his/her present position to any higher rated position regardless of department.  
b) Upon, promotion, an employee will move to the Hire Rate of the new position. Following successful completion of the training period, the employee will move to the Working Rate. If an employee accepts a promotion and the Hire Rate for the new position is less than the Working Rate of the former position, the promoted employee will receive the Working Rate of the previous position plus 2% during the training period.
2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law.
3. The County, through the office of the Commissioner of Personnel, shall post, when possible, any new jobs and/or vacancies. These will be either full descriptions or summarized lists.
4. All Highway postings shall include the primary location whereas the employee must report to work and work thereof
5. In the non-competitive and labor classes, employees of the County will have first consideration for promotion to non-competitive and labor class positions. All employees who apply in writing will be given a written response regarding the filling of the vacancy.
6. If a permanent vacancy occurs among the Cleaners, it is agreed that the Cleaners can bid for that shift, and that vacancy only, by seniority. Seniority will be the determining factor when awarding such shift.

## **SECTION 27 - TRANSFER**

If an employee is transferred to a position in the same salary grade as he/she currently holds, he/she shall remain at the same rate in that grade.

## **SECTION 28 - VOLUNTARY DEMOTION**

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will be returned to the Working Rate if the training period for the position was served prior to the promotion. If the training period for the former position was not served, the employee will return to the Hire Rate for that position and complete the training period before moving to Working Rate.

## **SECTION 29 - TERMINATION**

1. Employees in the non-competitive and labor classes shall be accorded the same rights that competitive class employees have under provisions of Section 75 of the Civil Service Law, after two years of continuous service with the County. In the case of a lay-off that involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
2. In the case of a lay-off involving non-competitive and labor class employees, the County shall determine that lay-offs are necessary. If it is determined that lay-offs are necessary, employees in the non-competitive and labor class job titles within a department will be laid off in the following order:
  - a) temporary and probationary employees shall be laid-off first;
  - b) thereafter, permanent employees will be laid off in the inverse order of their original permanent appointments. In other words, employees with the least seniority will be the first to be laid off. Seniority for this purpose is defined as all time in the service of Tompkins County.
  - c) A permanent employee who has completed the probationary period in the non-competitive class who is laid off will be placed on a recall roster for a period of two (2) years from the date of lay-off. Those with the greatest seniority will have first right to reinstatement. The next vacancy that occurs in the same or lower grade title, that the employee is qualified for, must be offered to the most senior employee in layoff status. If the employee refuses to accept reinstatement to a lower grade title, he/she waives all future recall rights to that title but remains on the roster for recall to the title laid off from. If the employee accepts a recall to a lower grade title, he/she remains on the recall roster for recall to the title laid off from.

## **SECTION 30 - LABOR MANAGEMENT MEETINGS**

Either party may schedule a labor management meeting by giving one week's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting. The Union will be represented by the following only: president of the unit or local and a representative of the Department of Public Works and whomever else they feel necessary to discuss items on the agenda. The Commissioner of Personnel must be present, and he/she may have whomever else present he/she feels necessary to discuss items on the agenda.

### **SECTION 31 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT**

The County will conform with the provisions of the State Occupational Safety and Health Act (SOSHA).

### **SECTION 32 - ORIENTATION**

The County agrees to conduct an orientation program after any employee is hired. Copies of the Agreement between CSEA and the County, information regarding health insurance, retirement, Credit Union, the employee's Civil Service status, and a packet of CSEA material will be distributed at this time.

The employee will be given at this time a copy of the MSD428 "Report of Personnel and Supplementary Payroll Certification" showing his/her appointment. Employees will also be sent a copy of any future MSD428s showing any personnel change related to them.

### **SECTION 33 - SMOKING POLICY**

There will be no smoking in any County facility or vehicle, whether owned or rented by the County, after January 1, 1989. There will be no smoking by staff, clients, or the public in any County office space or County vehicle.

### **SECTION 34 - CLOTHING ALLOWANCE**

The County will provide the use of leathers and welding gloves for use by employees of the Public Works Department involved in welding.

The County will provide coveralls and/or uniforms for automotive mechanics and full-time and part-time shop personnel, who assist in shop operations.

The County will provide coveralls for those employees involved in automotive and bridge painting and sandblasting.

The County will provide any special clothing (including uniforms if mandated by the division).

The County will provide cleaning of mandated uniforms.

The County will provide a rain suit to all employees who are required to work outside during rainy weather.

Effective 01/01/08, all County employees who do not receive uniforms will be paid a \$350.00 per year clothing allowance. This clothing allowance includes \$100.00 towards the purchase of safety shoes/boots.

All other employees (those who are provided uniforms) shall be paid a \$100.00 per year safety shoe/boot allowance.

See Exhibit D for incumbents of specific job titles entitled to clothing and/or boot allowances.

### **SECTION 35 - TOOL ALLOWANCE**

Employees in the title Heavy Equipment Mechanic shall receive a \$400.00 per year tool allowance as of their anniversary date. This allowance will also be granted to any employee required to purchase their own tools. Effective 01/01/05

### **SECTION 36 - SETTLEMENT**

1. A copy of this settlement, including the grievance procedure, will be given to all present employees and to all new employees upon beginning employment. It shall also be the responsibility of the Personnel Office to send each department head or his/her designee, for posting, and to each individual employee, any changes in the contract.
2. The cost of printing the settlement between the County and the Union will be borne by the County.

### **SECTION 37 - SAVING CLAUSE**

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

### **SECTION 38 - DISCHARGE OR DISCIPLINE**

No employee covered under Section 75 shall be discharged, dismissed, or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

The disciplinary procedure for incompetence or misconduct prescribed in this article shall be available to appropriate County employees as an alternative to the procedure described in Section 75 and/or Section 76 of the New York State Civil Service Law.

- a) Said employee shall include all permanent competitive class employees and those employees as defined in Section 3 of this agreement.
- b) An employee shall have the right to chose either but not both alternative procedures to grieve such disciplinary action.

In the event a department head or his/her designee sees fit to impose disciplinary action on an employee, notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Personnel. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline. Disciplinary action imposed by a Division or Department Head will be limited to three (3) months from the date the supervisor became aware of the occurrence.

- a) The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee, within 48 hours of service;

- b) Said notice of discipline shall be accompanied by a written statement that;
  - (i) an employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within ten days or by exercising his rights under Section 75 and/or 76 of the New York State Civil Service Law;
  - (ii) in the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of this section, with the employer and the Union no later than the end of business on the tenth day after receiving such notice of discipline;
  - (iii) the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;
  - (iv) the employee has the right to be represented by the Union, or by an attorney, at every stage of the proceeding.
- c) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.
- d) An employee's suspension shall commence upon issuance of charges.

### **SECTION 39 - GRIEVANCE PROCEDURE**

#### 1. Definitions

As used herein, the following terms shall have the following meanings:

- a) "Employer" shall mean the County of Tompkins, or a department thereof.
- b) "Union" shall mean the Tompkins County Unit of Local 855, CSEA/AFSCME.
- c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the County.
- d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.
- e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.
- f) "Days" shall mean all days other than Saturday, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

- g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules for the County of Tompkins or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter that is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

## 2. General

- a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure.
- b) Written responses required from the grievant hereunder shall be submitted to the appropriate division manager and the Commissioner of Personnel; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

## 3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

## 4. Procedure

### Step 1: Immediate Supervisor Stage

- a) An employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within ten (10) days after the grievance occurs. Said supervisor forthwith upon receiving such grievance shall make a good faith effort to resolve same including, as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said supervisor shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.
- b) If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and Union representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall remain filed permanently in the employee's file.

### Step 2: Department Head Stage

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the department head within ten (10) days from the receipt of the Step 1 decision. The department head, Commissioner of Personnel or their designees, shall hold an informal hearing within ten days after receiving said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The department head, Commissioner of Personnel, or their designees, shall issue a written decision to the employee or the Union by the end of the tenth day after close of said hearing.

### Step 3: Arbitration Stage

- a) In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to New York State Public Employment Relations Board within ten days of receipt of the Step 2 decision. The New York State Public Employment Relations Board will submit a list of arbitrators from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the Public Employment Relations Board.
- b) The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.
- c) All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

#### **SECTION 40 - VOLUNTEER FIREFIGHTER/EMERGENCY RESPONSE PERSON**

Volunteer firefighters or emergency response personnel may be authorized to take leave time during regularly scheduled work hours to respond to emergencies under the following guidelines:

1. Prior approval from the supervisor or his/her designee must be obtained to leave the scheduled work site.
2. The employee is eligible to use an available fringe benefit (vacation, compensatory, personal) from the time they leave work until they return from the voluntary emergency activity. In general, the employee shall not use County vehicles to respond to an emergency. However, subject to supervisory approval, if the employee is already in the field and there is an emergency need to respond, he/she may use the County vehicle to respond to the emergency site.
3. A department head, division head and/or his/her designee may excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members, voluntary firefighters and enrolled civil defense volunteers. In such cases, a department head, division head and/or his/her designee may require the employee to submit satisfactory evidence that the absence was due to such emergency duty.

#### **SECTION 41 - TAYLOR LAW (Sec. 204-a)**

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

#### **SECTION 42 - ADOPTION**

These provisions were adopted by the Tompkins County Legislature by Resolution No.75 dated April 15, 2008.

SIGNATURE PAGE



Anna Fitzpatrick, Commissioner of Personnel



Barry J. Rollins, CSEA Blue Collar Unit President



Stephanie Engster, CSEA Regional Labor Relations Specialist

## EXHIBIT A

### ALTERNATE DATES FOR CIVIL SERVICE EXAMS

A candidate is NEVER allowed to take an examination PRIOR TO a scheduled Saturday examination. This particular part of this policy is not flexible. However, if an applicant wants to take the exam on an alternate date after the scheduled Saturday, he/she must submit their request in writing to the Commissioner of Personnel for approval. The request must include the reason for the alternate date and confirming documentation. The preferred day for an alternate test date would be Monday immediately following the Saturday test. The starting time will be set at the discretion of the Personnel Office. There may be times when the preferred alternate test date is not feasible. Tuesday through Friday examination dates can be requested and will be given due consideration by the Commissioner of Personnel. Examinations beyond Friday, however, pose special security problems. An alternate beyond Friday may be possible with the knowledge and approval of the New York State Department of Civil Service. Special arrangements for the testing of candidates after the week following the normally scheduled test date or those who were on active military duty at the time of the original examination need to be set up through New York State.

Acceptable reasons for rescheduling will be:

- A death in the immediate family or household within the week preceding the examination (present a newspaper obituary)
- Military Obligations or commitment (present a copy of your orders)
- Saturday Sabbath Observance (present a letter from your religious leader)
- Being a member of a traditional, religious or civil ceremonial party, such as a wedding, baptism, bar mitzvah or graduation; or be a member of the immediate family or household of the individual for whom the ceremony is being held (present invitations, or other appropriate documentation)
- Having conflicting professional or educational examinations. Professional examinations include but are not necessarily limited to: CPA, ACSW, and the Bar. Education examinations include but are not necessarily limited to: SAT, College Boards, and Graduate Records. (present your admittance notice)
- Vacations for which non-refundable down payments were made prior to the issue date of the examination announcement. (present receipts, copy of plane tickets, etc.)
- Required court appearances. (present your letter)
- As an accommodation for handicapped individuals (present appropriate documentation)
- Verifiable medical emergency involving a hospital confinement or certification from a physician that the candidate is unable to appear for the examination due to a specific medical problem of the candidate or member of the immediate family or household. (present doctor's note)
- Emergency weather conditions, verified by the local public safety agency, that leads to the closing of specific roads, highways or independent transportation services which prevents a candidate from reaching the test center. (can be confirmed by contacting the Sheriff, State Patrol or Police Chief in the area allegedly closed)
- Any other verifiable situation that, in the Commissioner's opinion, would prevent a candidate from reaching the test center. (submit appropriate documentation)

The burden of proof of the validity of the request is on the applicant. Ambiguities or lack of information in the request will result in disapproval of the request. The Commissioner of Personnel will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy. 05/27/97

**EXHIBIT B**

CSEA BLUE COLLAR  
January 1, 2008  
40 HOUR

4/3/2008

26.0892857 Work Days 2087.14 HOURS (40.0.WK) 26.09 PAY DAYS		TOMPKINS COUNTY CSEA BLUE COLLAR SALARY SCHEDULE FOR 40.0 HOUR WEEK 1-Jan 2008 3% LABOR			
GRADE AND CLASSIFICATION:	3% JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	ANNUAL	24,121	
			HRLY 40	11.5569	
			BIWEEKLY	924.56	
CLEANER	4-801	D	ANNUAL	27,580	29,961
			HRLY 40	13.2142	14.3550
			BIWEEKLY	1,057.14	1,148.40
WEIGH SCALE OPERATOR	7-726	G	ANNUAL	32,154	34,932
			HRLY 40	15.4057	16.7368
			BIWEEKLY	1,232.46	1,338.94
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858		ANNUAL	33,845	36,767
ENGINEERING TECHNICIAN	8-835	H	HRLY 40	16.2159	17.6159
FACILITIES SHOPKEEPER	8-865		BIWEEKLY	1,297.28	1,409.28
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856		ANNUAL	35,618	38,696
HEAVY EQUIPMENT OPERATOR	9-810	I	HRLY 40	17.0654	18.5402
SIGN MECHANIC	9-813		BIWEEKLY	1,365.23	1,483.21
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857		ANNUAL	37,486	40,728
ASSISTANT RECYCLING SPECIALIST	10-867	J	HRLY 40	17.9604	19.5138
			BIWEEKLY	1,436.84	1,561.10
BRIDGE MECHANIC	11-840		ANNUAL	39,457	42,864
CARPENTER	11-864	K	HRLY 40	18.9048	20.5372
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,512.38	1,642.97
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				

CSEA BLUE COLLAR

January 1, 2008

40 HOUR

AIRPORT MAINTENANCE SUPERVISOR	12-817		ANNUAL	41,528	45,116
AIRPORT TERMINAL SERVICES COORD	12-851	L	HRLY 40	19.8971	21.6162
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,591.76	1,729.29
HIGHWAY CREW SUPERVISOR	12-841				
RECYCLING COORDINATOR	12-830				
SOLID WASTE OPERATIONS SPECIALIST	12-814				
WASTE REDUCTION & RECYCLING SPEC	12-868				
<hr/>					
ELECTRICIAN	13-822	M	ANNUAL	43,706	47,484
HIGHWAY TECHNICIAN	13-850		HRLY 40	20.9406	22.7507
HVAC SYSTEMS TECHICIAN	13-862		BIWEEKLY	1,675.25	1,820.06
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
<hr/>					
CIVIL ENGINEER	14-842	N	ANNUAL	46,987	51,045
			HRLY 40	22.5126	24.4569
			BIWEEKLY	1,801.01	1,956.55
<hr/>					
		O	ANNUAL	51,029	56,131
			HRLY 40	24.4492	26.8937
			BIWEEKLY	1,955.94	2,151.50
<hr/>					
ASSOCIATE CIVIL ENGINEER	17-837	Q	ANNUAL	60,183	66,201
			HRLY 40	28.8351	31.7185
			BIWEEKLY	2,306.81	2,537.48

CSEA BLUE COLLAR

January 1, 2008

35 HOUR

4/3/2008

TOMPKINS COUNTY CSEA BLUE COLLAR SALARY  
SCHEDULE

26.0892857 Work Days  
1826.25 HOURS (35.0.WK)

26.09 PAY DAYS	3% JOB GRADE	January 1, LABOR GRADE	20 08	HIRE RATE	WORK RATE
GRADE AND CLASSIFICATION: SEASONAL WORKER	2-804	B	ANNUAL HRLY 35 BIWEEKLY	21,106 11.5570 808.99	
CLEANER	4-801	D	ANNUAL HRLY 35 BIWEEKLY	24,133 13.2145 925.02	26,217 14.3556 1,004.90
WEIGH SCALE OPERATOR	7-726	G	ANNUAL HRLY 35 BIWEEKLY	28,134 15.4053 1,078.37	30,566 16.7370 1,171.59
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	ANNUAL	29,614	32,171
FACILITIES SHOPKEEPER	8-865		HRLY 35	16.2157	17.6159
ENGINEERING TECHNICIAN	8-835		BIWEEKLY	1,135.10	1,233.11
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	ANNUAL	31,166	33,858
HEAVY EQUIPMENT OPERATOR	9-810		HRLY 35	17.0656	18.5396
SIGN MECHANIC	9-813		BIWEEKLY	1,194.59	1,297.77
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	ANNUAL	32,800	35,637
ASSISTANT RECYCLING SPECIALIST	10-867		HRLY 35 BIWEEKLY	17.9603 1,257.22	19.5138 1,365.96
BRIDGE MECHANIC	11-840	K	ANNUAL	34,526	37,506
CARPENTER	11-864		HRLY 35	18.9054	20.5372
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,323.38	1,437.60
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	ANNUAL	36,336	39,476
AIRPORT TERMINAL SERVICES COORD.	12-851		HRLY 35	19.8965	21.6159
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,392.76	1,513.11
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPEC.	12-868				

CSEA BLUE COLLAR

January 1, 2008

35 HOUR

35 HOUR

<hr/>			ANNUAL	38,242	41,548
ELECTRICIAN	13-822	M	HRLY 35	20.9402	22.7504
HIGHWAY TECHNICIAN	13-850		BIWEEKLY	1,465.81	1,592.53
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
<hr/>			ANNUAL	41,115	44,664
CIVIL ENGINEER	14-842	N	HRLY 35	22.5133	24.4567
			BIWEEKLY	1,575.93	1,711.97
<hr/>			ANNUAL	44,651	49,115
		O	HRLY 35	24.4496	26.8939
			BIWEEKLY	1,711.47	1,882.57
<hr/>			ANNUAL	52,660	57,926
ASSOCIATE CIVIL ENGINEER	17-837	Q	HRLY 35	28.8350	31.7185
			BIWEEKLY	2,018.45	2,220.30

CSEA BLUE COLLAR

October 1, 2008

40 HOUR

4/3/2008

26.0892857 Work Days  
2087.14 HOURS (40.0.WK)  
26.09 PAY DAYS

TOMPKINS COUNTY CSEA BLUE COLLAR SALARY SCHEDULE  
FOR 40.0 HOUR WEEK

GRADE AND CLASSIFICATION:	1% JOB GRADE	1-Oct LABOR GRADE	2008	HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	ANNUAL HRLY 40 BIWEEKLY	24,362 11.6724 933.79	
CLEANER	4-801	D	ANNUAL HRLY 40 BIWEEKLY	27,856 13.3465 1,067.72	30,261 14.4988 1,159.90
WEIGH SCALE OPERATOR	7-726	G	ANNUAL HRLY 40 BIWEEKLY	32,476 15.5600 1,244.80	35,281 16.9040 1,352.32
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	ANNUAL	34,183	37,135
ENGINEERING TECHNICIAN	8-835		HRLY 40	16.3779	17.7923
FACILITIES SHOPKEEPER	8-865		BIWEEKLY	1,310.23	1,423.38
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	ANNUAL	35,974	39,083
HEAVY EQUIPMENT OPERATOR	9-810		HRLY 40	17.2360	18.7256
SIGN MECHANIC	9-813		BIWEEKLY	1,378.88	1,498.05
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	ANNUAL	37,861	41,135
ASSISTANT RECYCLING SPECIALIST	10-867		HRLY 40 BIWEEKLY	18.1401 1,451.21	19.7088 1,576.70
BRIDGE MECHANIC	11-840	K	ANNUAL	39,852	43,293
CARPENTER	11-864		HRLY 40	19.0940	20.7427
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,527.52	1,659.42
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	ANNUAL	41,943	45,567
AIRPORT TERMINAL SERVICES COORD.	12-851		HRLY 40	20.0959	21.8322
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,607.67	1,746.58
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPEC.	12-868				

CSEA BLUE COLLAR  
 October 1, 2008  
 40 HOUR

ELECTRICIAN HIGHWAY TECHNICIAN HVAC SYSTEMS TECHICIAN SENIOR HIGHWAY CREW SUPERVISOR SOLID WASTE ENFORCEMENT OFFICER	13-822 13-850 13-862 13-825 13-854	M	ANNUAL	44,143	47,959
			HRLY 40	21.1500	22.9783
			BIWEEKLY	1,692.00	1,838.26
CIVIL ENGINEER	14-842	N	ANNUAL	47,457	51,555
			HRLY 40	22.7378	24.7012
			BIWEEKLY	1,819.02	1,976.10
		O	ANNUAL	51,539	56,692
			HRLY 40	24.6936	27.1625
			BIWEEKLY	1,975.49	2,173.00
ASSOCIATE CIVIL ENGINEER	17-837	Q	ANNUAL	60,785	66,863
			HRLY 40	29.1235	32.0357
			BIWEEKLY	2,329.88	2,562.85

CSEA BLUE COLLAR  
October 1, 2008  
35 HOUR

4/3/2008

26.0892857 Work Days  
1826.25 HOURS (35.0.WK)  
26.09 PAY DAYS

TOMPKINS COUNTY CSEA BLUE COLLAR SALARY SCHEDULE  
FOR 35 HOUR WEEK

GRADE AND CLASSIFICATION:	1% JOB GRADE	1-Oct LABOR GRADE	2008	HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	ANNUAL HRLY 35 BIWEEKLY	21,317 11.6726 817.08	
CLEANER	4-801	D	ANNUAL HRLY 35 BIWEEKLY	24,374 13.3465 934.25	26,479 14.4991 1,014.94
WEIGH SCALE OPERATOR	7-726	G	ANNUAL HRLY 35 BIWEEKLY	28,415 15.5592 1,089.14	30,872 16.9046 1,183.32
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858		ANNUAL	29,910	32,493
FACILITIES SHOPKEEPER	8-865	H	HRLY 35	16.3778	17.7922
ENGINEERING TECHNICIAN	8-835		BIWEEKLY	1,146.45	1,245.45
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856		ANNUAL	31,478	34,197
HEAVY EQUIPMENT OPERATOR	9-810	I	HRLY 35	17.2364	18.7253
SIGN MECHANIC	9-813		BIWEEKLY	1,206.55	1,310.77
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857		ANNUAL	33,128	35,993
ASSISTANT RECYCLING SPECIALIST	10-867	J	HRLY 35 BIWEEKLY	18.1399 1,269.79	19.7087 1,379.61
BRIDGE MECHANIC	11-840		ANNUAL	34,871	37,881
CARPENTER	11-864	K	HRLY 35	19.0943	20.7425
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,336.60	1,451.98
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817		ANNUAL	36,699	39,871
AIRPORT TERMINAL SERVICES COORD.	12-851	L	HRLY 35	20.0953	21.8322
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,406.67	1,528.25
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPEC.	12-868				

CSEA BLUE COLLAR  
 October 1, 2008  
 35 HOUR

ELECTRICIAN HIGHWAY TECHNICIAN HVAC SYSTEMS TECHICIAN SENIOR HIGHWAY CREW SUPERVISOR SOLID WASTE ENFORCEMENT OFFICER	13-822 13-850 13-862 13-825 13-854	M	ANNUAL	38,624	41,963
			HRLY 35	21.1493	22.9777
			BIWEEKLY	1,480.45	1,608.44
CIVIL ENGINEER	14-842	N	ANNUAL	41,526	45,111
			HRLY 35	22.7384	24.7014
			BIWEEKLY	1,591.69	1,729.10
		O	ANNUAL	45,098	49,606
			HRLY 35	24.6943	27.1628
			BIWEEKLY	1,728.60	1,901.39
ASSOCIATE CIVIL ENGINEER	17-837	Q	ANNUAL	53,187	58,505
			HRLY 35	29.1236	32.0356
			BIWEEKLY	2,038.65	2,242.49

CSEA BLUE COLLAR

January 1, 2009

40 HOUR

4/3/2008

26.0892857 Work Days  
2087.14 HOURS (40.0.WK)  
26.09 PAY DAYS

TOMPKINS COUNTY CSEA BLUE COLLAR SALARY SCHEDULE  
FOR 40.0 HOUR WEEK

GRADE AND CLASSIFICATION:	3% JOB GRADE	1-Jan LABOR GRADE	2009	HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	ANNUAL HRLY 40 BIWEEKLY	25,093 12.0227 961.81	
CLEANER	4-801	D	ANNUAL HRLY 40 BIWEEKLY	28,692 13.7470 1,099.76	31,169 14.9338 1,194.70
WEIGH SCALE OPERATOR	7-726	G	ANNUAL HRLY 40 BIWEEKLY	33,450 16.0267 1,282.14	36,339 17.4109 1,392.87
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	ANNUAL	35,208	38,249
ENGINEERING TECHNICIAN	8-835		HRLY 40	16.8690	18.3260
FACILITIES SHOPKEEPER	8-865		BIWEEKLY	1,349.52	1,466.08
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	ANNUAL	37,053	40,255
HEAVY EQUIPMENT OPERATOR	9-810		HRLY 40	17.7530	19.2871
SIGN MECHANIC	9-813		BIWEEKLY	1,420.24	1,542.97
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	ANNUAL	38,997	42,369
ASSISTANT RECYCLING SPECIALIST	10-867		HRLY 40 BIWEEKLY	18.6844 1,494.75	20.3000 1,624.00
BRIDGE MECHANIC	11-840	K	ANNUAL	41,048	44,592
CARPENTER	11-864		HRLY 40	19.6671	21.3651
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,573.37	1,709.21
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	ANNUAL	43,201	46,934
AIRPORT TERMINAL SERVICES COORD.	12-851		HRLY 40	20.6986	22.4872
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,655.89	1,798.98
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPEC.	12-868				

CSEA BLUE COLLAR  
January 1, 2009  
40 HOUR

ELECTRICIAN HIGHWAY TECHNICIAN HVAC SYSTEMS TECHICIAN SENIOR HIGHWAY CREW SUPERVISOR SOLID WASTE ENFORCEMENT OFFICER	13-822 13-850 13-862 13-825 13-854	M	ANNUAL	45,467	49,398
			HRLY 40	21.7843	23.6678
			BIWEEKLY	1,742.75	1,893.42
CIVIL ENGINEER	14-842	N	ANNUAL	48,881	53,102
			HRLY 40	23.4201	25.4424
			BIWEEKLY	1,873.60	2,035.39
		O	ANNUAL	53,085	58,393
			HRLY 40	25.4343	27.9775
			BIWEEKLY	2,034.74	2,238.20
ASSOCIATE CIVIL ENGINEER	17-837	Q	ANNUAL	62,609	68,869
			HRLY 40	29.9975	32.9968
			BIWEEKLY	2,399.80	2,639.74

CSEA BLUE COLLAR

January 1, 2009

35 HOUR

4/3/2008

26.0892857 Work Days  
1826.25 HOURS (35.0.WK)  
26.09 PAY DAYS

TOMPKINS COUNTY CSEA BLUE COLLAR SALARY SCHEDULE  
FOR 35 HOUR WEEK

GRADE AND CLASSIFICATION:	3% JOB GRADE	1-Jan # LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	ANNUAL	21,957	
			HRLY 35	12.0230	
			BIWEEKLY	841.61	
CLEANER	4-801	D	ANNUAL	25,105	27,273
			HRLY 35	13.7467	14.9339
			BIWEEKLY	962.27	1,045.37
WEIGH SCALE OPERATOR	7-726	G	ANNUAL	29,267	31,798
			HRLY 35	16.0257	17.4116
			BIWEEKLY	1,121.80	1,218.81
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858		ANNUAL	30,807	33,468
FACILITIES SHOPKEEPER	8-865	H	HRLY 35	16.8690	18.3261
ENGINEERING TECHNICIAN	8-835		BIWEEKLY	1,180.83	1,282.83
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856		ANNUAL	32,422	35,223
HEAVY EQUIPMENT OPERATOR	9-810	I	HRLY 35	17.7533	19.2871
SIGN MECHANIC	9-813		BIWEEKLY	1,242.73	1,350.09
SENIOR WEIGH SCALE OPERATOR	9-089				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857		ANNUAL	34,122	37,073
ASSISTANT RECYCLING SPECIALIST	10-867	J	HRLY 35	18.6842	20.3001
			BIWEEKLY	1,307.89	1,421.00
BRIDGE MECHANIC	11-840		ANNUAL	35,917	39,017
CARPENTER	11-864	K	HRLY 35	19.6671	21.3645
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,376.70	1,495.52
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817		ANNUAL	37,800	41,067
AIRPORT TERMINAL SERVICES COORD.	12-851	L	HRLY 35	20.6982	22.4871
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,448.87	1,574.09
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPEC.	12-868				

CSEA BLUE COLLAR

January 1, 2009

35 HOUR

			ANNUAL	39,783	43,222
ELECTRICIAN	13-822	M	HRLY 35	21.7840	23.6671
HIGHWAY TECHNICIAN	13-850		BIWEEKLY	1,524.88	1,656.70
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
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CIVIL ENGINEER	14-842		ANNUAL	42,772	46,464
		N	HRLY 35	23.4207	25.4423
			BIWEEKLY	1,639.45	1,780.96
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			ANNUAL	46,451	51,094
		O	HRLY 35	25.4352	27.9775
			BIWEEKLY	1,780.46	1,958.43
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ASSOCIATE CIVIL ENGINEER	17-837		ANNUAL	54,783	60,260
		Q	HRLY 35	29.9975	32.9966
			BIWEEKLY	2,099.83	2,309.76

**EXHIBIT C**

**TOMPKINS COUNTY BLUE COLLAR UNIT TITLES AND LABOR GRADES**

GRADE:	TITLE:
B - 2	SEASONAL WORKER
D - 4	CLEANER
E - 5	
F - 6	
G - 7	WEIGH SCALE OPERATOR
H - 8	AIRPORT FIREFIGHTER / OPERATIONS TECHNICIAN TRAINEE FACILITIES SHOPKEEPER ENGINEERING TECHNICIAN MAINTENANCE MECHANIC MOTOR EQUIPMENT OPERATOR SENIOR CLEANER
I - 9	EQUIPMENT SERVICE TECHNICIAN HEAVY EQUIPMENT OPERATOR SENIOR WEIGH SCALE OPERATOR SIGN MECHANIC
J - 10	AIRPORT FIRE FIGHTER / OPERATIONS TECHNICIAN ASSISTANT RECYCLING SPECIALIST
K - 11	BRIDGE MECHANIC CARPENTER CLEANING SUPERVISOR HEAVY EQUIPMENT MECHANIC SENIOR SIGN MECHANIC WELDER

**CONTINUED ON THE NEXT PAGE**

**EXHIBIT C (CONTINUED)**

**TOMPKINS COUNTY BLUE COLLAR UNIT TITLES AND LABOR GRADES**

GRADE:

TITLE:

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L – 12

AIRPORT MAINTENANCE SUPERVISOR  
AIRPORT TERMINAL SERVICES COORDINATOR  
GENERAL MAINTENANCE SUPERVISOR  
HIGHWAY CREW SUPERVISOR  
WASTE REDUCTION AND RECYCLING SPECIALIST

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M – 13

ELECTRICIAN  
HIGHWAY TECHNICIAN  
HVAC SYSTEMS TECHNICIAN  
SENIOR HIGHWAY CREW SUPERVISOR  
SOLID WASTE ENFORCEMENT OFFICER

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N – 14

CIVIL ENGINEER

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O – 15

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P – 16

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Q – 17

ASSOCIATE CIVIL ENGINEER

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**EXHIBIT D**

TITLES THAT RECEIVE CLOTHING AND BOOT ALLOWANCE:

Individuals in the following job titles are to receive \$350 annually (\$100 for safety toed boots/shoes allowance, plus the cash equivalent of uniforms in the amount of \$225 and the equivalent of orange tee shirts for \$25):

SIGN MECHANIC  
MOTOR EQUIPMENT OPERATOR  
HEAVY EQUIPMENT OPERATOR  
CIVIL ENGINEER  
ASSOCIATE CIVIL ENGINEER  
WELDER  
HIGHWAY CREW SUPERVISOR  
SENIOR HIGHWAY CREW SUPERVISOR  
HIGHWAY TECHNICIAN  
CLEANER  
ENGINEERING TECHNICIAN  
SENIOR CLEANER  
CLEANING SUPERVISOR  
CARPENTER  
MAINTENANCE MECHANIC  
HVAC SYSTEMS TECHNICIAN  
ELECTRICIAN  
SOLID WASTE ENFORCEMENT OFFICER  
SOLID WAST OPERATIONS SPECIALIST  
SENIOR MAINTENANCE WORKER  
FACILITIES SHOPKEEPER  
BRIDGE MECHANIC  
SENIOR SIGN MECHANIC  
AIRPORT TERMINAL SERVICES COORDINATOR  
GENERAL MAINTENANCE SUPERVISOR

Individuals in the following job titles are to receive \$125 annually (\$100 for safety toed boots/shoes and the \$25 equivalent of orange tee shirts; uniforms are also provided to these individuals). In addition, effective April 10, 2007, and every third year thereafter, individuals in these titles will receive an additional \$50.00 toward the purchase of a work jacket. Since the work jackets is not required by the employer, and anything purchased by the employee may be suitable for everyday wear, it is understood that this is a taxable benefit.

HEAVY EQUIPMENT MECHANIC  
EQUIPMENT SERVICE TECHNICIAN

Individuals in the following job titles are to receive \$100 annually (uniforms provided by their division, orange tee shirts not applicable):

AIRPORT MAINTENANCE SUPERVISOR  
AIRPORT FIRE FIGHTER/OPERATIONS TECHNICIAN  
AIRPORT FIRE FIGHTER/OPERATIONS TECHNICIAN TRAINEE

**EXHIBIT E**

CONTRACT & CALL-IN TIME EXAMPLES

**BEFORE SHIFT:**

**Punch in** 3:00 a.m. to 7:00 a.m. = 4.0 hours + .5 hr. = 4.5 **total hours.**  
(Call-in time)

**Punch in** 2:55 a.m. to 7:00 a.m. = 4.1 hours + 0.5 hours = 4.6 **total hours.**  
(Call-in time)

**AFTER SHIFT:**

**Punch in** 4:00 p.m. to 7:00 p.m. = 3.0 hours + 1.0 hours + 0.5 hours = 4.5 **total hours.**  
(contract) (Call-in time)

**WEEKEND:**

**Punch in** 6:00 a.m. to 8:00 a.m. = 2.0 hours + 2.0 hours + 0.5 hours = 4.5 **total hours.**  
(contract) (Call-in time)