



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Binghamton-Johnson City Joint Sewage Board and Binghamton-Johnson City Joint Sewage Treatment Plant Unit 6153, CSEA, Local 1000, AFSCME, AFL-CIO, Broome County Local 804 (2007)**

Employer Name: **Binghamton-Johnson City Joint Sewage Board**

Union: **Binghamton-Johnson City Joint Sewage Treatment Plant Unit 6153, CSEA, AFSCME, AFL-CIO**

Local: **1000, Broome County 804**

Effective Date: **01/01/07**

Expiration Date: **12/31/08**

PERB ID Number: **7221**

Unit Size: **29**

Number of Pages: **31**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

by and between the

**BINGHAMTON-JOHNSON CITY
JOINT SEWAGE BOARD**

and the

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**

**Binghamton-Johnson City Joint Sewage Treatment Plant Unit #6153
Broome County Local 804**

January 1, 2007 – December 31, 2008

Received 12/20/06

Collective Bargaining Agreement

Table of Contents

1	PREAMBLE	1
1.1	Notice of Agreement	1
2	MANAGEMENT RIGHTS	1
2.1	Rights of Employer	1
3	UNION RIGHTS	2
3.1	Recognition	2
3.2	Union Membership/Agency Shop	2
3.3	Union Representation	3
3.4	Union Bulletin Boards	3
3.5	Access to Premises	3
4	DUE PROCESS PROCEDURES	4
4.1	Grievance Procedure	4
4.2	Disciplinary Procedure	5
4.3	Drug & Alcohol Testing	6
5	EMPLOYEE RIGHTS	7
5.1	Probation	7
5.2	Seniority	8
5.3	Layoff Procedure	8
5.4	Recall Procedure	9
5.5	Personnel File	9

6	VACANCIES & PROMOTIONS	10
6.1	Promotion and Method of Filling Positions	10
6.2	Transfers and Filling of Temporary Vacancies	10
6.3	Reinstatement of Veterans Law	11
7	HOURS OF WORK	11
7.1	Working Hours and Work Week	11
7.2	Overtime	12
8	COMPENSATION	13
8.1	Wage Rates	13
8.2	Premium Pay for Overtime	14
8.3	Call-In Pay	14
8.4	Out-of-Title Pay	14
8.5	Pay Period	14
9	PAID LEAVE	15
9.1	Sick Leave	15
9.2	Personal Leave	16
9.3	Bereavement Leave	17
9.4	Holidays	17
9.5	Vacation Leave	18
9.6	Jury Duty and Civic Duty	18
10	UNPAID LEAVE	19
10.1	Education Leave of Absence	19
10.2	Military Leave of Absence	19
10.3	Other Unpaid Leave of Absence	19

11	INSURANCE	20
11.1	Medical Insurance	20
11.2	Medical Insurance Buy-Out	20
11.3	Union-Sponsored Plans	21
11.4	Pre-Tax Medical and Dependent Care Expenses	21
12	RETIREMENT BENEFITS	22
12.1	Retirement and Pensions	22
12.2	Medical Insurance for Retired Employees	22
13	DISABLED EMPLOYEES	23
13.1	Workers' Compensation Insurance	23
13.2	New York State Disability Insurance	24
13.3	Transitional Duty	24
14	GENERAL PROVISIONS	25
14.1	Safety and Protective Devices	25
14.2	Uniforms	25
14.3	Safety Committee	25
14.4	Wellness Benefit	25
15	APPLICATION OF AGREEMENT	26
15.1	Duration of Agreement	26
15.2	Complete Agreement	26
15.3	Savings Clause	26
15.4	Legislative Action	26
15.5	Execution of Agreement	27

1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This is a Collective Bargaining Agreement entered into by and between the Binghamton-Johnson City Joint Sewage Board (hereinafter referred to as the Employer) and the Binghamton-Johnson City Joint Sewage Treatment Plant Unit #6153 of CSEA Local 804, Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the Union).

1.1.2 Purpose and Intent: The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and employee, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To those ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2 MANAGEMENT RIGHTS

2.1 Rights of Employer

2.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Binghamton-Johnson City Joint Sewage Treatment Plant are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Binghamton-Johnson City Joint Sewage Treatment Plant unless expressly provided otherwise in this collective bargaining agreement.

2.1.2 Personnel Rules: The Employer agrees to consult with the Union prior to the establishment of new personnel rules or the modification of existing personnel rules. When the existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least two weeks before becoming effective. The two-week posting requirement may be waived by mutual consent between the Employer and the CSEA. Employees shall comply with all existing personnel rules which are not in conflict with the terms of this Collective Bargaining Agreement. Any complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing personnel rules shall be resolved through the grievance procedure.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: Pursuant to a resolution by the Joint Board, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Collective Bargaining Agreement for all the employees of the Employer in the Sewage Treatment Plant with the exception of supervisory and temporary personnel, appointed personnel not subject to any of the provisions of the Civil Service System, the Senior Sewage Plant Operator, Head Electrician, and Head Mechanic.

3.2 Union Membership/Agency Shop

3.2.1 Union Dues:

(a) Employees may tender monthly membership dues by signing the Authorization for check-off of Dues Form provided by the Union.

(b) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer as the correct membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues Form, if said form is provided by the Union, and forwards such authorization to its Employer.

(c) Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay of the month and each month thereafter, unless otherwise agreed by the Employer and the Union.

(d) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union, together with a list from whom dues have been deducted, on or about the tenth day of each month.

(e) All dues deduction cards must be dated in order to be effective and honored by the Employer, if said cards have been signed after the execution of this Collective Bargaining Agreement.

(f) It is further agreed by the parties hereto that if the Employer receives a written order of revocation or termination from an employee and forwards a copy of the same to the Union, the Union will not insist on receipt of a copy from the employee.

(g) No payroll deduction authorization shall be recognized and no deduction shall be made from the paycheck of any employee in this bargaining unit for any other labor organization, which purports to engage in collective bargaining.

3.2.2 Agency Shop Fee: The Employer agrees to deduct an Agency Shop Fee equivalent to the membership dues levied by the CSEA from the pay of each employee in the bargaining unit who is not a member of CSEA and to remit such Agency Shop Fee to CSEA.

3.2.3 Union Mailing Address: The Union mailing address will be that designated by the Union President or representative. Copies of all written communication shall be directed to that address.

3.2.4 Indemnification Clause: The Employer assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding union dues or agency shop fees, the Union agrees to indemnify and save harmless the Employer from and against the cost of such action or proceeding.

3.3 Union Representation

3.3.1 Stewards: It is mutually agreed that the employees in the department covered by this Collective Bargaining Agreement shall be represented by a regular employee selected by the Union.

3.3.2 Leave for Contract Administration: The Employer agrees that during working hours, on the Employer's premises, and without loss of pay or leave credits, Union Stewards and properly designated Union Representatives shall be allowed to, within reason: investigate and process grievances; post Union notices; transmit communications authorized by the Union or its Officers to the Employer or its representatives; consult with the Employer or its representatives, concerning the enforcement of any provisions of this Collective Bargaining Agreement.

Such leave must first be approved by the Superintendent, or designee. The Union will provide to the Employer a current list of the Officers and will advise the Employer, in writing, of any changes.

3.3.3 Leave for Labor-Management Meetings: Special conferences for important matters will be arranged between the Union President and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangements for such special conferences shall be made in advance. Conferences shall be made at reasonable hours as agreed upon by the Employer and Union representatives. The members of the Union shall not lose pay or leave credits for time spent in such special conferences.

3.4 Union Bulletin Boards

3.4.1 The Employer will provide bulletin boards in each installation which may be used exclusively by the Union for posting notices.

3.5 Access to Premises

3.5.1 Union Representatives: Representatives of Civil Service Employees Association will be allowed access to the Employer's premises for the purpose of conducting Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior written notice of the visit to the Plant Superintendent at least twenty-four hours in advance of the visit.

3.5.2 Employees: No employee shall be on the plant property or in the structures unless he/she is officially working or on official business. Failure to comply will result in disciplinary action.

4 DUE PROCESS PROCEDURES

4.1 Grievance Procedure

4.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, inequitable application, meaning, or misinterpretation of the expressed provisions of this Collective Bargaining Agreement, and shall be settled in the following manner.

4.1.2 Step One - Informal Grievance: The designated Union representative, with or without the employee, may discuss the grievance or dispute with the immediate supervisor.

4.1.3 Step Two - Formal Grievance: If the matter is thereby not disposed of, it will be submitted in written form by the designated Union representative to either the Department Head or the Superintendent, whichever may apply. The grievance must be advanced within thirty calendar days from knowledge of the occurrence. The grievance must specify the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

4.1.4 Step Three – Appeal to Board: If the Superintendent's answer is not satisfactory, the grievance may then be submitted, in writing, by the Union to the Employer. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step Two response, or when the Step Two response should have been received. A meeting between at least one representative of the Union and one representative of the Employer will be arranged by the Union to discuss the grievance or grievances appearing on the Agenda within seven calendar days from the date which the Agenda is received by the Employer.

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

4.1.5 Step Four - Binding Arbitration: If the representatives of the Employer and the Union do not dispose of the matter, and the grievance is still unresolved, then the matter may be referred to the Union, which upon review and within thirty calendar days of the Employer's answer, or when the Step Three response should have been received, and upon written notification to the Employer, request the New York State Public Employment Relations Board to provide a list of Arbitrators from which the Employer and the Union shall make a selection in accordance with the Board's rules of procedure to determine the dispute.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. Decision of said Arbitrator shall be binding on both parties to this Collective Bargaining Agreement. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement. The fees and expenses of said Arbitrator shall be shared equally by the Employer and the Union.

4.1.6 Time of Answers: The Employer will answer, in writing, any grievance presented to it in writing by the Union.

Step One: By the immediate supervisor within seven calendar days.

Step Two: By the Department Head or Superintendent within fourteen calendar days from the date of the meeting at which the grievance was discussed.

Step Three: By the Joint Board or its designated representative within fourteen calendar days of the meeting at which the grievance was discussed.

The Union and the Employer must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits in the grievance procedure may be extended by mutual agreement in writing. Any step of the grievance procedure may be by-passed by mutual agreement in writing.

4.2 Disciplinary Procedure

4.2.1 Reasons for Disciplinary Action: Disciplinary action may be imposed upon an employee for the following, but not limited to, reasons:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile work environment;

Possession of weapons, including but not limited to, illegal knives, firearms, and explosives on Employer property or in Employer vehicles;

Failure to report for duty at the time and place of duty, leaving a place of duty or assignment without proper authorization or without being properly relieved;

Failure to report an anticipated absence for illness or other reasons to the proper department office at least one hour before the scheduled reporting time;

Possession of or when it has been ascertained by the employee's supervisor that the employee is under the influence of alcohol or drugs, partaking of alcoholic beverages or the unlawful use of drugs while on duty;

Unjustified disobedience of a lawful order;

Loafing, idling or sleeping while on duty;

Failure to fulfill the responsibility of the employee's job classification;

Misconduct before the public while on duty;

Use of insolent or profane language;

Fighting on company premises;

Theft or willful destruction of plant or employee property;

Intentional falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Employer;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee or any other person.

4.2.2 Conduct of Disciplinary Action: If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

4.2.3 Discipline for Just Cause: The Employer shall not discharge or discipline an employee who has completed the probationary period, as defined in 5.1, below, without just cause. A letter of warning is not to be considered as a disciplinary action. Notwithstanding any inconsistency with the above language, the progressive discipline policy and procedures as agreed by the Union and the Employer shall control.

4.2.4 Notice of Discipline: In any case of discipline or discharge, the employee will be notified immediately, in writing, when such action is taken and the reasons thereof. Simultaneously, a copy of the notice shall be sent to the President of the bargaining unit.

An employee who has been the subject of disciplinary action may request that a written record be entered in the employee's personnel record. The employee shall be given a duplicate copy of this record.

4.2.5 Appeal of Disciplinary Action: The Union shall have the right to take up the suspension and/ or discharge at the third step of the grievance procedure and through the arbitration step if deemed necessary by either party. The appeal at "Step Three" must be submitted, in writing, within fourteen calendar days from receiving the Notice of Discipline under 4.2.4, above.

4.2.6 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

4.3 Drug & Alcohol Testing

4.3.1 Policy: The Employer shall implement a drug and alcohol testing policy for all CSEA-represented employees. At the same time, the Employer agrees to implement the same policy for non-unionized, exempt, and appointed employees. This policy shall include provisions for random, reasonable suspicion, and post-accident testing. CSEA-represented employees will be in a separate employee pool for testing than management employees.

The parties agree to adopt as written the City of Binghamton Drug & Alcohol policy in effect as of 1/1/02 with the City CSEA unit, with the exception that random testing shall be limited to 25% unit employees annually for drug testing, and 10% unit membership annually for alcohol testing. Furthermore, the parties agree to meet in labor management committee to resolve the matter of progressive counseling and discipline for policy violations.

This policy shall be applied in addition to the Federal and State drug and alcohol testing requirements.

4.3.2 Use of Leave Credits: Employees who test positive for drugs or alcohol shall be permitted upon request to use any/all of their accumulated leave to cover absences directly related to leave for evaluation, treatment and counseling.

4.3.3 Refusing to Test: Any employee ordered to participate in reasonable suspicion testing who refuses to do so shall be removed from employment for an automatic thirty calendar day suspension without pay or use of accumulated time in addition to appropriate progressive discipline. Subsequent refusals to participate in testing shall be addressed by progressive discipline up to and including discharge.

4.3.4 Notification of Testing: CSEA will be provided quarterly by the Employer a complete total of all tests completed during the prior quarter for all pools tested, and a summary of results of those tests (positive, negative, adulterated, other). In no way is the CSEA asking the Employer to disclose the results of any individual's test.

4.3.5 Common Treatment: CSEA employees shall be able to report for testing the reasonable suspicion of a management person to either the plant superintendent or a designated board member.

Once such a report is made and the plant superintendent or designated board member makes a determination that reasonable suspicion exists, the identified person shall be required to remain on the plant premises and shall not be permitted to leave the plant location except for testing.

If the identified person leaves the plant after it has been determined that reasonable suspicion exists, such action shall be deemed a positive test and subject to progressive discipline up to and including termination.

The identified person shall submit to testing in accordance with this agreement and the adopted policy. Failure to do so shall be handled according to subsection 4.3.3 of this Article.

At any time non-union, exempt and appointed employees cease participation in the testing program, all testing of CSEA employees shall cease for the duration of this contract.

5 EMPLOYEE RIGHTS

5.1 Probation

5.1.1 Length of Probationary Period (Competitive Class): The probationary period for an employee in the competitive class will be in accordance with local Civil Service rules and regulations.

5.1.2 Length of Probationary Period (Non-Competitive & Labor Classes): New employees in the non-competitive or labor class hired in the unit shall be considered as probationary employees for the first six calendar months of their employment. When an employee completes the probationary period, the employee shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees.

5.1.3 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Employer may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

5.2 Seniority

5.2.1 Service Seniority: Seniority shall be on a bargaining unit basis, in accordance with the employees last date of hire.

5.2.2 Seniority List: The seniority list on the date of this Collective Bargaining Agreement will show the names, job titles and dates of hire of all employees in the unit entitled to seniority.

5.2.3 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service". An employee's continuous service record shall be broken by voluntary resignation, discharge, for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from the employee's record, except in cases of discharge.

5.2.4 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

5.2.5 Loss of Seniority: An employee shall lose seniority for the following reasons:

(a) The employee quits.

(b) The employee is absent without authorization for a period of one week without satisfactory explanation.

(c) The employee is discharged and the discharge is not reversed through the procedure set forth in this Collective Bargaining Agreement.

(d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure.

(e) The employee retires.

5.3 Layoff Procedure

5.3.1 Definition: The word "Lay-Off" means a reduction in the work force.

5.3.2 Layoff Procedure (Competitive Class): In the event of a lay-off in a job title within the bargaining unit in the competitive class, such employees will be laid off in accordance with local Civil Service rules and regulations.

5.3.3 Layoff Procedure (Non-Competitive & Labor Classes): In the event of a lay-off in a job title within the bargaining unit in the non-competitive or labor class, employees shall be laid off in the inverse order of their seniority.

5.3.4 Notice of Layoff: Employees to be laid off for an indefinite period of time will have at least fourteen calendar days notice of lay-off, except in an emergency situation beyond the control of the Employer. The Union Secretary shall receive a list from the Employer of the employees being laid off on the same day that the notices are issued to the employee.

5.3.5 Bumping Rights: When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the employee's right to bump (replace an employee with less seniority) in the same classification or, if the employee so desires, in a lower classification, provided that the bumping employee has greater seniority than the employee who the employee bumps, and further provided that the bumping employee can perform the new job with a maximum of thirty calendar days training, and shall receive the rate of pay for the lower classification.

5.4 Recall Procedure

5.4.1 Recall Procedure (Competitive Class): Recall rights for an employee in the competitive class shall be controlled by local Civil Service rules and regulations.

5.4.2 Recall Procedure (Non-Competitive & Labor Classes): When the working force is increased after a lay-off, employees in the non-competitive or labor class will be recalled according to seniority, as defined in Section 5.2, above, provided they meet the requirements of the job.

No new employees in the non-competitive or labor class shall be hired until all employees on lay-off status desiring to return to work have been contacted under the recall procedures, however, said employees must be qualified for the job and available by the date needed or required by the Employer, as set forth above.

5.4.3 Duration of Recall Rights (Non-Competitive & Labor Classes): An employee in the non-competitive or labor class who is laid off will be eligible for recall for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

5.4.4 Notice of Recall: Notice of recall shall be sent to the employee at the employee's last known address by return receipt requested registered mail. If an employee fails to report for work within fourteen calendar days from the date of mailing of notice of recall, the employee shall be considered to have resigned the employee's position with the Employer. Written notice of an expiration of recall rights shall be sent to the employee at the employee's last known address by registered mail.

5.5 Personnel File

5.5.1 Employee Access: Access to personnel files is limited, for example, an employee may not be allowed to see documents including, but not limited to, attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Plant Superintendent. The inspection will occur within five business days from the request. An authorized official must be present when the employee inspects the file. An employee may not remove or place any material in the employee's personnel file without the approval of the Plant Superintendent. The Employer will make copies of requested documents.

6 VACANCIES & PROMOTIONS

6.1 Promotion and Method of Filling Positions

6.1.1 Definition: The term "promotion" means the advancement of an employee to a higher paying position.

6.1.2 Selection (Competitive Class): In case of promotion or whenever a new job classification opening or vacancy in the competitive class occurs, other than temporary, the position shall be filled in accordance with local Civil Service rules of procedure, except that selections shall be made from the appropriate Civil Service list until the list of names is exhausted.

Should a new position or a vacancy in the competitive class occur which cannot be filled because of the absence of an appropriate Civil Service list, then in such case the position shall be posted on all bulletin boards for a period of fourteen calendar days, stating the job title, pay rate, and necessary qualifications for the job. An employee shall apply in writing for such position and submit an application to the employee's immediate supervisor. In the event that operational needs require the immediate filling of the vacancy, the Employer may make a temporary appointment.

6.1.3 Posting (Non-Competitive & Labor Classes): Should a new position or a vacancy in the non-competitive or labor class occur, the position shall be posted on all bulletin boards for a period of fourteen calendar days, stating the job title, pay rate, and necessary qualifications for the job. An employee shall apply in writing for such position and submit an application to the employee's immediate supervisor. In the event that operational needs require the immediate filling of the vacancy, the Employer may make a temporary appointment.

6.1.4 Selection (Non-Competitive & Labor Classes): The Employer will be the sole judge with respect to the degree to which applicants meet job qualifications. The position shall be filled from among employees who have made such application and who are qualified, except that where more than one employee has relatively equal qualifications for the same position, seniority shall be the determining factor in making the decision.

6.1.5 Promotion Trial Period (Non-Competitive & Labor Classes): Any employee who is promoted to a position in the non-competitive or labor class shall undergo a trial period of a minimum of thirty calendar days, but not to exceed ninety calendar days. If it is found that such employee does not meet the requirement or responsibilities of the position to which the employee has been selected during the trial period, then such employee shall be restored to the employee's former position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

An employee shall be paid the rate of pay of the new classification during the employee's trial period, except that in no case shall be paid less than the rate of pay of the employee's former classification.

6.2 Transfers and Filling of Temporary Vacancies

6.2.1 Service Credits: If an employee is transferred to a position under the Employer not included in this bargaining unit, the employee shall continue to accumulate seniority while working in the position to which the employee was transferred. Employees who are returned to a position in this bargaining unit shall retain all rights accrued for the purpose of any benefits provided for in this Collective Bargaining Agreement.

6.2.2 Transfers Due to Displacement: In accordance with 6.1, above, employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the non-competitive class or labor class within the bargaining unit, provided the employee meets the requirements for such job and said positions are vacant.

6.2.3 Transfers Due to Other Reasons: Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority provided a vacancy exists.

6.2.4 Transfers to Temporary Positions: In any event of temporary job vacancies due to vacations, illness, etc., and in the absence of an appropriate Civil Service list, seniority shall prevail in the selection of employees to fill the temporary vacancies, provided they are qualified.

6.2.5 Application for Transfer: Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

6.3 Reinstatement of Veterans Law

6.3.1 Re-employment Rights: The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations.

6.3.2 Seniority: A probationary employee who enters the Armed Forces must complete the probationary period, and upon completing it, will have seniority equal to the time the employee spent in the Armed Forces.

7 HOURS OF WORK

7.1 Working Hours and Work Week

7.1.1 Workday: All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Once established, the beginning and ending of an employee's normal workday shall not be changed without an advance written notice of at least fourteen calendar days.

7.1.2 Shift Preference: Shift preference will be granted where applicable on the basis of seniority within the classification, provided a vacancy exists.

7.1.3 Workweek: The normal workweek shall consist of five consecutive days, Monday through Friday inclusive. Where the nature of the work requires that a seven-day weekly work schedule or schedule other than the Monday through Friday be maintained, such work schedules will be maintained on a rotating basis.

7.1.4 Posting of Work Schedule: Work schedules showing the employee's shifts, work days, and hours shall be posted on all department bulletin boards at all times.

7.1.5 Voluntary Changes: An employee may "swap" with another employee in the same job title to work the employee's scheduled shift, provided the "swap" occurs within the same pay week (Sunday through Saturday). Such arrangement must be approved by the appropriate supervisor(s).

7.1.6 Time Records: The Employer shall maintain and make available to employees a daily record showing their time worked. An employee must record all hours worked in each workday in a manner to be determined by the Employer.

7.1.7 Absence due to State of Emergency: In the event a State of Emergency is declared, an employee's failure to report to work or an employee's reporting to work after the employee's scheduled starting time will be excused.

7.1.8 Meal Period: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the appropriate supervisor, an employee may not leave the work-site during the meal period. References to consecutive hours of work in this Article shall be construed generally to include paid lunch periods of twenty minutes. If the paid lunch period of twenty minutes is abused it shall become a thirty minutes unpaid period.

7.1.9 Rest Periods: Work schedules shall provide for a ten-minute rest period during each one-half work shift. This period shall be scheduled as close to the middle of each one-half shift as possible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive at least a ten-minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift. Unless otherwise directed by the appropriate supervisor, all rest periods must be taken at the work-site and may not exceed the time allowed.

7.1.10 Clean-up Time: Employees shall be granted a ten-minute personal cleanup period prior to the end of each work shift.

7.2 Overtime

7.2.1 Procedure for Assigning Additional Hours: A plant-wide seniority roster will be established for the assignment of overtime work in order of seniority within the title(s) normally assigned to do the work. Employees who do not wish to be offered/called for voluntary overtime must provide a written statement to that effect to the Plant Superintendent.

In case of emergency, all employees remain subject to mandatory call-in in inverse order of seniority within the title(s) normally assigned to do the work.

Overtime work shall be voluntary except in cases of emergency, at which time, it will be at the Superintendent's discretion.

7.2.2 Guaranteed Hours: The supervisor shall determine if an employee has worked sufficient hours after the employee's regular shift to be sent home. However, should it be necessary to send an employee home prior to the end of the employee's regular work shift, for the purpose of recalling such employee to work on another work shift, or anytime thereafter, or if such employee's work shift is split with an interval of more than three hours before the employee's assigned call back time, then such employee shall be paid time and one and one-half the employee's regular rate of pay for all hours worked on such assignment. Under no circumstances shall an employee be sent home during the employee's regularly scheduled shift without a minimum of four hours pay because of lack of work or inclement weather.

7.2.3 Errors in Assigning Additional Hours: In the event that there is a grievance alleging a violation of the overtime procedure, the parties agree that the sole remedy for such overtime grievances shall be placement of the aggrieved employee onto the overtime list for the next available overtime opportunity.

8 COMPENSATION

8.1 Wage Rates

8.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2007 through December 31, 2008, which reflects increases of four percent on January 1, 2007, and four percent on January 1, 2008.

	January 1, 2007	January 1, 2008
Shift Lead Operator	\$22.54	\$23.44
Sewage Treatment Plant Operator III	\$21.50	\$22.36
Sewage Treatment Plant Mechanic	\$20.98	\$21.82
Electrician	\$20.98	\$21.82
Sewage Treatment Plant Lab Technician	\$20.21	\$21.02
Sewage Treatment Plant Operator II	\$20.02	\$20.82
Sewage Treatment Plant Operator Trainee	\$18.56	\$19.30
Sewage Treatment Plant Maintenance Person	\$18.56	\$19.30
Heavy Equipment Operator	\$18.56	\$19.30
Building Maintenance Helper	\$12.48	\$12.98

The job classifications and their descriptions which are covered by this Collective Bargaining Agreement are on file in the Binghamton Civil Service Department.

8.1.2 Shift Differential: In addition to the Wage Schedule set forth above, all employees covered by this Collective Bargaining Agreement shall receive a shift differential of forty-five cents (\$.45) per hour for all hours worked on shifts beginning between the hours of 3:00 p.m. and 11:00 p.m., and a shift differential of fifty cents (\$.50) per hour for all hours worked on shifts between the hours of 11:00 p.m. and 7:00 a.m.

8.1.3 New Hire Rate: Newly appointed employees shall receive \$4.00 less per hour than the hourly rate at point of hire. Upon completion of six months of continuous employment, the employee shall receive an additional \$1.00 per hour increase. Upon completion of twelve months of continuous employment from the original date of hire, the employee shall receive an additional \$1.00 per hour increase effective their anniversary date. Upon completion of twenty-four months of continuous employment from the original date of hire, the employee shall receive an additional \$1.00 per hour increase effective their anniversary date. Upon completion of thirty-six months of continuous employment from the original date of hire, the employee shall receive an additional \$1.00 per hour increase effective their anniversary date. *At the discretion of the Plant Supervisor, an employee may be advanced prior to the employee's anniversary date.*

8.1.4 Longevity Bonus: All employees covered by this Collective Bargaining Agreement shall receive Longevity Service Pay as follows. July 1965 shall be the earliest date for computation of continuous service for longevity purposes. Payment shall be made on or about December 1st for those employees who are eligible between January 1st and December 31st of each year.

Completed Years of Continuous Service	Longevity Payment
6 to 10 years	\$350
11 to 15 years	\$550
16 to 20 years	\$750
21 to 25 years	\$950
26 to 30 years	\$1150

8.2 Premium Pay for Overtime

8.2.1 Authorization: An employee must receive prior approval from the appropriate supervisor before working beyond the employee's normal workday or workweek.

8.2.2 Overtime Rate: All employees covered by this Collective Bargaining Agreement shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of eight hours in any work day, and all work performed in excess of forty hours in any work week, and all work performed before or after any scheduled work shift.

8.2.3 Credit for Paid Leave: Holiday, vacation leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave will not be included as time worked in the computation of overtime.

8.3 Call-In Pay

8.3.1 Compensation: An employee called for an emergency which is in addition to and does not attach to the employee's regular working hours, shall receive not less than four hours pay at the overtime rate.

8.3.2 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee arrives at the worksite.

8.4 Out-of-Title Pay

8.4.1 Authorization: The Employer may require an employee to work out-of-title. An employee must receive prior approval from the appropriate supervisor before working in a higher paying title.

8.4.2 Compensation: Any employee qualified by an appropriate Civil Service Examination or by license, who is assigned to fill a temporary vacancy caused by another employee's vacation, sickness, leave of absence, or for any other reason, which requires such employee to perform work in a higher paying classification, shall be compensated at a higher rate of pay of the higher classification to each consecutive eight hours worked in the higher classification. If such work must be performed in a lower classification, in no case shall the employee be compensated less than the employee's regularly established rate of pay.

8.5 Pay Period

8.5.1 Payroll Period: The payroll period will begin Friday at 11:00 p.m. and end fourteen calendar days later on Friday at 10:59 p.m.

8.5.2 Pay Date: Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

9 PAID LEAVE

9.1 Sick Leave

9.1.1 Allowance and Accumulation: Employees shall be allowed eight hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty or more hours of work. Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer.

9.1.2 New Employees: Employees shall be eligible for sick leave after thirty calendar days of service with the Employer.

9.1.3 Use of Sick Leave: Any employee contracting or incurring a non-service connected illness or disability, which renders such employee unable to perform the duties of employment, is quarantined by Health Authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, shall receive accrued sick leave with pay. Sick leave credits may not be used in increments of less than one hour.

9.1.4 Continuation of Benefits: An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Collective Bargaining Agreement and will be construed as days worked specifically.

9.1.5 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the appropriate supervisor at least thirty minutes before the employee's scheduled reporting time. If the supervisor cannot be contacted, a message must be left on the supervisor's voice-mail or a text message. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

9.1.6 Medical Verification: The Employer may require medical verification of an employee's absence if the Employer perceives the employee is demonstrating a pattern of abuse of sick leave. The Employer may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

9.1.7 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see sections 13.1.2 and 13.2.5, below).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see sections 13.1.3 and 13.2.6, below). The Employer will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see section 9.1.9, below).
- Apply accumulated sick leave credits toward monthly premium payments during retirement (see section).

9.1.8 Good Attendance Option: Employees shall be permitted to "sell back" up to the hourly equivalent of seven days of accrued sick leave at the end of each year so long as the employee has used the hourly equivalent of three sick days or less during that calendar year.

9.1.9 Retirement Credit: The Employer will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

9.1.10 Retirement Cash-Out (hired before 1-1-2007): Upon retirement or death, each employee hired before January 1, 2007 shall be paid one full days pay for each two days of earned an unused sick leave credits, based on a maximum accumulation of three hundred days, such payment is not to exceed the equivalent of one hundred and fifty days pay. Payment will be at the employee's rate of pay at the time of retirement or death.

9.1.11 Retirement Cash-Out (hired after 1-1-2007): An employee hired on or after January 1, 2007 who retires from the Employer and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be at the employee's rate of pay at the time of retirement.

9.1.12 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

9.2 Personal Leave

9.2.1 Allowance (front-loaded): Employee shall be entitled to twenty-four hours of paid personal leave as of January 1st of each year to be used whenever needed during the following twelve months.

9.2.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired on March 1st will be credited with twenty hours of paid personal leave; an employee who is hired on October 1st will be credited with six hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

9.2.3 Accumulation: Personal leave shall not be cumulative and must be used within the calendar year. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

9.2.4 Use of Personal Leave: Personal leave is to be used for business which cannot be conducted outside the employee's scheduled workday. Personal leave credits may not be used in increments of less than one-half day.

9.2.5 Scheduling: Requests for such leave shall be made at least twenty-four hours in advance, except in cases of emergency. The employee may be required to state the nature of the emergency.

9.2.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

9.3 Bereavement Leave

9.3.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)

9.3.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. The employee must have completed the probationary period to be eligible for this benefit. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Spouse's Parent
- Grandparent

9.4 Holidays

9.4.1 Designated Holidays: All employees covered by this Collective Bargaining Agreement shall receive paid holidays as follows:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Floating Holidays: In lieu of Martin Luther King Day and General Election Day, a full-time employee will be allowed to take two floating holidays. The employee must receive prior approval from the Plant Superintendent to take a floating holiday. Floating holidays must be used in whole-day increments. An employee may not accumulate floating holidays. Any floating holidays remaining unused at close of business on the last day of the calendar year will be canceled.

9.4.2 Holiday Occurs on Days Off: If a holiday falls on a Sunday then the succeeding Monday will be the paid holiday. If a Holiday falls on a Saturday then the preceding Friday shall be observed as the Holiday. If a Holiday falls on an employee's regular day off, then the employee shall be given another day off in lieu of that day. If a holiday falls within an Employee's vacation, the employee shall be granted an extra day off for the Holiday.

9.4.3 Not Assigned to Work on a Holiday: Employees who do not work on a designated holiday as determined under 9.4.1 and 9.4.2, above, shall be paid their current rate of pay based on their normal work day.

9.4.4 Assigned to Work on a Holiday: All work required to be performed on any of the above listed holidays shall be compensated for at two and one-half times the employee's regular rate of pay. However, an employee will receive double time payment for all hours worked with another day off with pay for working Christmas Day (December 25th) and Thanksgiving Day.

9.4.5 Minimum Staffing: All schedule shift workers up to a maximum of two employees per shift may work all the holidays, however, there will be a minimum of two scheduled shift workers on duty per shift per holiday.

9.4.6 Resolution of Schedule Disputes: The Union agrees that should a schedule problem arise with reference to holiday scheduling, said problem will be resolved at the discretion of the Superintendent.

9.5 Vacation Leave

9.5.1 Allowance: All employees covered by this Collective Bargaining Agreement shall be entitled to each year to a vacation with pay after completion of their probationary period. Vacations earned shall be calculated on a calendar year basis, and as follows:

- 1) One half day for each payroll period that the employee works for the first year up to thirteen days.
- 2) One full day for each year thereafter, up to a maximum of twenty days or at the beginning of the employee's eighth year of service.

Employees continuously on the payroll of the Employer for at least four years shall be entitled to receive credit for annual time at the beginning of each year thereafter and shall not be required to accumulate the same.

9.5.2 Accumulation: Five days of earned vacation may be carried over to the next succeeding year.

9.5.3 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

9.5.4 Scheduling: Vacation requests received by the Plant Superintendent prior to March 1 at of any year will be awarded based upon seniority. Requests received after March 1 at will be approved by the Superintendent based upon operational needs and on a first-come/first-served basis. Vacation leave may not be used in increments of less than one-half day.

9.5.5 Termination of Employment: Upon the death of an employee, or separation from service, all of the employee's earned vacation shall be paid to the employee, or the employee's estate, as the case may be.

9.6 Jury Duty and Civic Duty

9.6.1 Leave of Absence: In the event an employee is required to perform jury duty in a court under the New York State Office of Court Administration on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits. Notwithstanding the above, any employee who serves on jury duty in a Federal court shall be paid the difference between the employee's pay for jury duty and the employee's regular pay.

9.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Plant Superintendent.

9.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

9.6.4 Subpoenas: An employee required to appear before a court or other public body on any matter not related to the employee's work and in which the employee is not personally involved as a plaintiff or defendant shall be granted such leave without loss of time or pay.

10 UNPAID LEAVE

10.1 Education Leave of Absence

10.1.1 Employees shall be granted leave of absence without pay for a period of up to two years in order to attend school full time, provided that the attendance of such courses is of mutual benefit to the employee and the Employer.

10.2 Military Leave of Absence

10.2.1 Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty calendar days pay when they are engaged in normal reserve training periods, provided that proof of service is submitted. If required to serve more than thirty calendar days, the Employer shall grant the employee any additional time required without pay or shall allow the employee to use compensatory time or vacation time. Local weekend duty is not to be considered as military leave of absence.

10.3 Other Unpaid Leave of Absence

10.3.1 Leaves of absence without pay for reasonable periods are defined below and will be granted without loss of seniority for:

- (a) illness leave (physical or mental): one year;
- (b) prolonged illness in immediate family of spouse, children, stepchildren, or wards: three months.

Such leaves may be extended for like cause at the discretion of the Employer.

11 INSURANCE

11.1 Medical Insurance

11.1.1 Insurance Plan: The Employer will make available a medical insurance plan and a prescription drug plan to each eligible regular full-time employee and the employee's eligible family. In no event shall the Employer be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

The Major Medical deductible shall be one hundred dollars annually per individual and three hundred dollars annually per family.

The prescription drug co-pay shall 80%/20% with an out-of-pocket maximum deductible of six hundred dollars annually. All out-of-pocket expenses incurred for prescriptions, medical examinations, lab fees otherwise covered by the policy shall be applied towards the deductible.

11.1.2 Change in Insurance Plans: The Employer may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure is substantially equivalent to the then current plan.

11.1.3 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service (IRS) and the insurance carrier.

11.1.4 Premium Payment: Effective January 1, 2006, the Employer shall pay ninety percent (90%) of medical insurance premiums for individual medical coverage and ninety percent (90%) for family coverage, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck through the I.R.S. 125 Pre-Tax plan. Employees must complete the necessary application process through the City Comptrollers Office in order to take advantage of this option.

11.2 Medical Insurance Buy-Out

11.2.1 Eligibility: Employees shall have the option to choose not to receive family medical insurance coverage and receive a cash buy-out in lieu of receiving such benefits. To be eligible for the medical insurance buy-out, the employee must provide the Employer with proof of alternate insurance coverage and sign an appropriate waiver of medical insurance coverage and waiver of liability. In the event an employee is married to another employee of the Employer who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

11.2.2 Amount of Buy-Out: The employee will receive thirty-five percent of the Employer's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Employer is contributing 80% of a \$13,000 premium for family coverage, or \$10,400, the amount of the buy-out would be 35% of \$10,400, or \$3640. The buy-out is subject to applicable taxes.

11.2.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

11.2.4 Reinstatement: An employee who has chosen this option who involuntarily loses their alternative insurance coverage shall be permitted to re-join the medical insurance plan at the beginning of the following month, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

11.3 Union-Sponsored Plans

11.3.1 Union-sponsored Insurance Plans: The Employer also agrees to deduct group disability and group life Insurance premiums from the pay of each employee who executes or has executed the necessary Authorization for the deduction of the same and who made pursuant to procedures agreed upon between the Union and the Employer. Said deductions are to be made pursuant to procedures agreed upon between the Union and the Employer. There shall be no cost to management for Union-sponsored Insurance Programs.

11.4 Pre-Tax Medical and Dependent Care Expenses

11.4.1 Eligibility: A regular full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

11.4.2 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

12 RETIREMENT BENEFITS

12.1 Retirement and Pensions

12.1.1 State Retirement Plan: The Employer shall provide coverage for all employees covered by the Collective Bargaining Agreement under the New York State Employee's Retirement System. Employees in Tiers I and II shall be covered under the Approved Non-Contributory Plan Section 75(i) at no cost to the employee for those eligible employees.

12.2 Medical Insurance for Retired Employees

12.2.1 Coverage: The Employer offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from employment with the Binghamton – Johnson City Joint Sewage Treatment Plant and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Employer's medical insurance plan on the retiree's last date of employment with the Employer. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

12.2.2 Eligibility: For an employee hired before January 1, 2007 to be eligible for coverage, such retiree must meet all of these requirements: 1) have at least **ten** years of service with the Binghamton - Johnson City Joint Sewage Treatment Plant; 2) have retired directly from the Binghamton-Johnson City Joint Sewage Treatment Plant; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System.

For an employee hired on or after January 1, 2007 to be eligible for coverage, such retiree must meet all of these requirements: 1) have at least **twenty** years of service with the Binghamton - Johnson City Joint Sewage Treatment Plant; 2) have retired directly from the Binghamton-Johnson City Joint Sewage Treatment Plant; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

Military service will be considered as years of service.

12.2.3 Plan Changes: For a retiree who is not eligible for Medicare, the Employer will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Employer.

12.2.4 Premium Payment: For an eligible retiree who was hired before January 1, 2007 who has at least **fifteen** years of service and retires at the age of **fifty-five** or older, the Employer will pay seventy-five (**75%**) of the premium of the medical insurance and prescription drug plan for individual coverage, two person coverage, or family coverage, as the case may be.

For an eligible retiree who was hired before January 1, 2007 who has at least **ten** years of service and retires at the age of **fifty-five** or older, the Employer will pay fifty (**50%**) of the premium of the medical insurance and prescription drug plan for individual coverage, two person coverage, or family coverage, as the case may be.

For an eligible retiree who was hired on or after January 1, 2007 who has at least **twenty** years of service and retires at the age of **fifty-five** or older, the Employer will pay fifty (**50%**) of the premium of the medical insurance and prescription drug plan for individual coverage, two person coverage, or family coverage, as the case may be.

12.2.5 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Employer will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Employer. The Employer will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

12.2.6 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at **fifty percent** of the employee's rate of pay at the time of retirement. If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums.

13 DISABLED EMPLOYEES

13.1 Workers' Compensation Insurance

13.1.1 Coverage: Each employee covered by this Collective Bargaining Agreement will be covered by the applicable Workers' Compensation laws. As set forth in 13.1.2, below, the Employer agrees that an employee being eligible for Workers' Compensation income and sick leave benefits will receive in addition to Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and the employee's regular weekly income, based on a regular work week.

13.1.2 Use of Leave Credits: In the event that the employee has no sick leave benefits or has used up sick leave benefits, the employee shall be paid at the Workers' Compensation rate. Whenever a permanent employee or a probationary employee is unable to work as a result of an injury arising out of the course of employment, the employee shall be charged with sick leave for the difference between the employee's weekly benefits under Workers' Compensation and the employee's regular salary to the nearest one-half day. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

13.1.3 Continuation of Medical Insurance: The Employer will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Act. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Employer will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

13.2 New York State Disability Insurance

13.2.1 Coverage: The Employer will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

13.2.2 Plan: The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

13.2.3 Premium Payment: The Employer agrees to cover each employee under the New York State Disability Plan at a cost not to exceed thirty cents (\$.30) per week to the employee under present State Law for the term of this Collective Bargaining Agreement.

13.2.5 Use of Sick Leave Credits: Employee shall receive a supplemental sum equal to the difference between their wages and their Disability Benefits under their option buy such supplemental sum shall be deducted from sick leave credits, or vacation credits, when sick leave credits have been exhausted. If an employee elects to use sick leave for the purpose of maintaining full pay status during the period of disability, the employee shall be required to endorse Disability Compensation checks back to the Employer. Upon the exhaustion of all sick leave credits an employee may have accumulated, the employee shall then no longer be required to endorse the compensation check over to the Employer. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

13.2.6 Continuation of Medical Insurance: The Employer will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Act. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Employer will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

13.3 Transitional Duty

13.3.1 The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become temporarily partially disabled to their present jobs, on work which they are able to perform that meets both the needs of the Employer and the medical limitations of the employee.

14 GENERAL PROVISIONS

14.1 Safety and Protective Devices

14.1.1 Safety Equipment: The Employer shall provide necessary rain wear where requested and safety equipment to properly protect employees covered by this Collective Bargaining Agreement from injury. All rain wear furnished by request shall be signed for by the employee, who shall be responsible in case of loss.

Refusal of an employee to utilize safety equipment is subject to Disciplinary action and/or dismissal.

14.1.2 Unsafe Work: No employee shall be required to perform work which endangers the employee's or any other employee's health or physical safety under conditions which are in violation of the health and safety rules or any local, State or Federal Health or Safety Laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

14.2 Uniforms

14.2.1 Clothing Allowance: Clothing allowances of four hundred dollars per year for each year of this Collective Bargaining Agreement shall be paid to each employee no later than the second paycheck of the year. Prior to the issuance of the allowance each year, Union Officials and the Plant Superintendent will agree upon a uniform garment; i.e.; shirt, pants, and work boots. All plant employees will procure same within two weeks of the issuance of the allowance. Plant employees are required to wear same at all times when on duty. The Employer shall provide rain gear and gloves as needed.

14.3 Safety Committee

14.3.1 The Employer and the Union agree to jointly establish a committee consisting of an equal number of Employer and Union Representatives, the number of members to be agreed upon. This committee will advise management on safety and health matters.

14.4 Wellness Benefit

14.4.1 Up to \$300.00 per employee per membership year will be reimbursed to any employee who enrolls in a certified health club facility (American Fitness, YMCA, Court Jester, Club Nautilus, etc.).

14.4.2 To be eligible for reimbursement the employee must provide proof of attendance at the facility of no less than fifty-two occasions prior to reimbursement being made by the Employer.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This Collective Bargaining Agreement shall be effective as of the 1st day of January, 2007, and continue in full force and effect until the 31st day of December, 2008.

15.2 Complete Agreement

15.2.1 Past Practices: This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Employer and may not be submitted to the grievance and arbitration procedure; however, the Employer recognizes the right of the Union to file an improper practice charge against the Employer for a unilateral change in an established term or condition of employment.

15.3 Savings Clause

15.3.1 Should any Article, Section, or portion thereof, of this Collective Bargaining Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

15.4 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on December __, 2006.

**BINGHAMTON-JOHNSON CITY
JOINT SEWAGE BOARD**

CIVIL SERVICE EMPLOYEES ASSOCIATION

**Thomas R. Augustini
Chairman**

**Joseph Abbott
Unit President**

**Kenneth E. Kinsman
Negotiating Committee**

**JoAnn Mastronardi
Labor Relations Specialist**

**Robert Murphy
Attorney for the Board**

**Michael A. Richardson
Labor Relations Consultant**