

COLLECTIVE BARGAINING AGREEMENT

**By and Between
THE COUNTY OF ERIE/OFFICE OF THE SHERIFF**

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 A.F.S.C.M.E, AFL-CIO
CORRECTIONS UNIT OF LOCAL 815**



**Covering the Calendar Years
2018 ~ 2021**

Marc Priore, President

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LEGISLATIVE REVIEW

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.

STATEMENT OF PURPOSE

It shall be the policy of the County of Erie, Erie County Sheriff and the purpose of this agreement to promote harmonious and cooperative relationships between the County of Erie and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This agreement is made between the County of Erie, Erie County Sheriff, hereinafter referred to as the "Employer" and Civil Service Employees Association, Inc., Local 1000, AF-SCME, AFL-CIO, Erie County Corrections Unit of Local 815, hereinafter referred to as the "CSEA".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work and other conditions of employment to be observed by the parties hereto.

Now, therefore, it is mutually agreed as follows:

ARTICLE I RECOGNITION

Section 1.1: The employer agrees that the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Erie County Corrections Unit of Local 815 as the certified union, and shall be the sole and exclusive organizational representative for all individuals described in Section 4 of Article II for the purpose of collective bargaining and processing grievances.

Section 1.2: The CSEA agrees that it will not interfere with, coerce, or intimidate any employee into joining the CSEA. The CSEA recognizes that no employee is required to join a union, but that every employee has a right to choose one of his/her own

free will as to whether or not he/she will or will not join a union. The CSEA further agrees that there will be no interference with the free right of any employee of the County to enter and leave its facilities and properties unmolested.

Section 1.3: The County agrees that there shall be no discrimination, interference, restraint or coercion by the County on behalf of or against any of its employees because of membership in the CSEA or for engaging in legal union activity.

Section 1.4: The County recognizes the CSEA as the exclusive negotiating agent for employees within the designated unit as certified by the Public Employment Relations Board in its Case Number C-5297 in any and all proceedings under the Public Employee's Fair Employment Act.

Section 1.5: The period of unchallenged representative status for CSEA shall be the maximum permitted by the Taylor Law.

ARTICLE II DEFINITIONS

The following terms as used in this Agreement shall have the following meanings only:

1. "County" or "Employer" means County of Erie and the Sheriff of Erie County, as joint employers.
2. "Union" or "C.S.E.A." means Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Erie County Corrections Unit of Local 815.
3. "Employee" or "Employees" means only those individuals who hold a full-time permanent, temporary and/or provisional position covered by the bargaining unit herein.
4. "Bargaining Unit" means the certified bargaining unit which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (20 working hours or more per week) both of whose titles appear in Appendix A attached hereto.
5. "Position" means one of the positions included under one class title in the Plan of Class titles and Salary Ranges.

6. "Class" means a group of similar positions included under the same title in the Plan of Class titles and Salary Ranges.
7. "Salary Range" means the range of compensation, as appears in Appendix B.
8. "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
9. "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges in the Corrections Unit.
10. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Appendix B.
11. "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
12. "Promotion List" means an eligible list resulting from a promotional civil service examination.
13. "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
14. "Actual Service" means total time spent actually working in a position including any paid time off and/or leave with pay.
15. "Service" means "Actual Service" as defined above.
16. "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. However, a period of actual service in a regular part-time position (20 hours or more per week) shall be credited as 50% of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement, assuming a non-regular part-time position (less than 20 hours per week) or layoff. If an em-

ployee is rehired within one year or is recalled within two years of layoff or during his/her period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non-regular part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credit.

17. "Seniority" – Except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee's continuous service, as defined above with the County of Erie, regardless of bargaining unit.
18. "Permanent Vacancy" means an unencumbered, budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.
19. "Department" shall mean that unit of County Government specifically designated as a department under the Erie County Administrative Code as amended from time to time.
20. "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a department or his/her designee(s) in his respective department, institutions, divisions, bureaus, and/or other administrative units for the purpose of handling grievances.
21. "Continuous Operation Position" – For purpose of Section 14.2 (Traditional Holidays), a continuous operation position shall be defined as a position which is utilized or scheduled on a 24 hour per day basis for seven (7) days per week.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities processed by the County are retained by it, including, but not limited to, the right to determine the mission, purpose, objec-

tives and policies of the County; to determine facilities methods, means and number of personnel for the conduct of the County programs; to administer the merit system, 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 re-classify, and to allocate or re-allocate new or existing positions in accordance with law and the provisions of this Agreement.

ARTICLE IV NO STRIKE CLAUSE

Section 4.1: The CSEA further recognizes the status of the County employees as “public employees”, and the provisions of law applicable thereto which prohibit strikes, the willful absence from one’s position, a stoppage of work or the abstinence, in whole or in part, from the full, faithful proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges and obligations of employment.

Section 4.2: The CSEA further recognizes that any public employee who engages in said acts is subject to the penalties provided under State Law.

Section 4.3: The CSEA shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the CSEA shall exert its best efforts to prevent and terminate the same.

ARTICLE V MEMBERSHIP, DUES, CHECKOFF, & UNION INSURANCE PROGRAM

Section 5.1: A bargaining unit member desiring to become a member of the Union may execute a written authorization upon an appropriate form. Upon receipt of the authorization from a bargaining unit member, the County shall, pursuant to the authorization, deduct from the wages of a bargaining unit member regular membership dues each month.

Section 5.2: The County, following each pay period from which those deductions are made, will transmit the amount so

deducted to the Union or its designated agent within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

Civil Service Employees Association, Inc.
143 Washington Avenue,
Albany, New York 12210

or to an address of its designated agent, which the aforementioned Association provides the County.

Section 5.3: The Union shall certify to the employer in writing the current rate of membership dues and shall give the employer thirty (30) days' notice prior to the effective date of any changes.

Section 5.4: A dues deduction authorized by a bargaining unit member shall continue as long as so authorized. Should a bargaining unit member wish to discontinue or in any way change his/her authorization, he/she shall contact the CSEA at 1-800-342-4146. Should a bargaining unit member contact CSEA and subsequently resign from membership, CSEA will immediately advise the Employer to cease dues deduction for that employee. The Union agrees to hold the County safe and harmless because of dues deductions.

Section 5.5: If, through inadvertence or error, the County fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The county shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than those constituting actual deductions made from employee wages earned.

Section 5.6: The CSEA shall have the right to designate an insurance representative to visit an individual bargaining unit member covered by this Agreement, on the job, for the purpose of explaining the insurance protection of a CSEA sponsored insurance program.

Only one such visit per bargaining unit member per contract year shall be permitted and only after receiving prior approval

from the bargaining unit member's department head or his/her designee, and in no event shall such visit exceed one-half hour in duration.

The designation of insurance representative shall be in writing sent to the appropriate County official, on the effective date of this Agreement, and shall subsequently be renewed from year to year during the term of this Agreement setting forth the specific names and addresses of such insurance representatives. In no event shall there be more than two representatives designated in any one year. Failure on the part of the Union and/or its insurance representatives to comply with the provisions of this section shall release the County from any obligation provided in this section for the remaining term of this Agreement.

Section 5.7: Any employee who is a member of CSEA and who is promoted, transferred, reassigned, temporarily laid off or removed from the payroll for other reasons and then returns to employment or whose status is otherwise changed, shall continue on County payroll deduction records as a dues paying member unless the employee authorizes a change in writing in accordance with Section 5.4 or Article V of this contract.

Section 5.8: Insurance Carriers. The County agrees that no insurance carriers shall be permitted to offer insurance programs to CSEA members on County property unless such authorization and permission existed prior to January 1, 1981 and no change in existing programs shall be permitted, nor shall any company be allowed to introduce new programs unless the CSEA and the County mutually agree to such change in any existing program or the introduction of a new program. It is agreed and understood that this provision pertains only to the type of insurance programs which are presently or which may be offered to its members by CSEA, which shall include but not be limited to the Master Plan.

ARTICLE VI BULLETIN BOARDS

Section 6.1: The County shall provide one lockable bulletin at the Alden Correctional Facility. The Corrections Unit may add additional bulletin boards, with the approval of the Employer.

Section 6.2: These bulletin boards shall be for the purpose of posting bulletins, notices and material issued by the CSEA Corrections Unit, which shall be signed by the designated official of CSEA or its appropriate local. There shall be no bulletin board space reserved exclusively for the use of any other employee organizations except employee organizations which have been certified or recognized as the representative for collective negotiations of other County employees at such locations. No such materials shall be posted which is profane or obscene, or defamatory of the County or its representatives or which constitutes election campaign material for or against any person, organizations or faction thereof. Locks and keys for these bulletin boards shall be provided by and shall be the sole and exclusive responsibility of the CSEA.

ARTICLE VII ACCESS TO EMPLOYEES

Section 7.1: Every three (3) months during the duration of this Agreement, the County will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary level. It is understood that it is the obligation of an employee to notify the County immediately of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

Section 7.2: Six months prior to the termination date of this Agreement, the County shall furnish the Union a list of employees in the bargaining agreement, setting forth their names, positions and salary level.

Section 7.3: Six months after the signing of this Agreement, the County agrees to provide job descriptions of all positions covered by this Agreement to the President of the Corrections Unit of C.S.E.A. Local No. 815 and annually thereafter during the term of this Agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union President shall be provided a copy of such job description prior to the posting.

ARTICLE VIII MEETING PLACE

Section 8.1: The Corrections Unit CSEA is accorded the privileges of use of meeting space in County-owned or leased buildings with pre-approval of the Employer with the following restraints: The meeting shall be limited to the CSEA Executive Committee and not to exceed 25 persons and to be held not more than once a month; the meetings shall be held an hour before or one hour after the normal working day or during the lunch period and shall be prearranged with the Department Head.

ARTICLE IX TIME OFF FOR UNION BUSINESS

Section 9.1: The County agrees that during working hours on its premises for reasonable periods of time without loss of pay or benefits, CSEA Corrections Unit officers and properly designated CSEA Corrections Unit representatives shall be allowed to investigate and process grievances; also have access to employees during working hours to explain CSEA Corrections Unit membership, services and programs under mutually developed arrangements with department or agency heads, and shall be limited to no more than fifteen minutes per employee per month.

Section 9.2: The County agrees to grant time off, with pay, for the Unit President and up to four (4) Executive Board Members to attend CSEA meetings. Total time off shall not exceed twenty-five (25) workdays per contract year.

Management further agrees to grant time off, with pay, for a reasonable number of members appointed to the CSEA Corrections Unit Bargaining Committee. Such time off shall not include preparation or caucus days.

Section 9.3: The Unit President and the Unit Grievance Chairperson shall be granted reasonable time off, with pay, to attend to Grievance Administration; step hearing, GML 207(c) evidentiary hearings, disciplinary interrogations/hearings and PERB Conferences and Hearings. Time off for these activities shall not count towards the time limitations in 9.2 above.

Section 9.4: CSEA Corrections Unit Employee Representatives shall be designated in writing to the County.

Section 9.5: The Unit President shall be granted up to eight (8) hours per week, with pay, for Unit business.

It is agreed and understood that the Unit President, when using time as provided under this provision, shall sign-out before leaving his/her work station and shall sign-in upon returning to his/her work station, provided one (1) hour or more remains in his/her workday. The time off above maximum hours allowed per week and only legitimate Unit business will be conducted during the sign-out period.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE MEETINGS

Section 10.1: Labor-Management Committee meetings will be held monthly or on an as needed basis, however no more than once per month. The Committee shall consist of the Department Head (or his designee), the Unit President and any other department or union representatives as previously agreed to by both the Department Head and the Unit President, not to exceed two (2) in number from each side. In addition, the County Commissioner of Labor Relations and/or the Labor Relations Specialist may be requested by either party to attend. Such employee representatives shall give sufficient advance notice to their immediate supervisor that they are leaving their work area to attend the department's Labor Management Committee meeting. It is agreed and understood that the employee representatives of the bargaining unit shall suffer no loss of time and pay in the event such meeting falls within their regular scheduled work hours.

Any items to be discussed at the meeting will be exchanged at least seven calendar days before such meeting.

ARTICLE XI

JOINT SAFETY COMMITTEE

Section 11.1: Recognizing that a safe operation is of substantial benefit to both the Employer and employees, the County, the Erie County Sheriff and the Union mutually agree that there shall be a Joint Safety Committee, consisting of two (2) County representatives, and two (2) Union representatives, appointed by the Corrections Unit President who are County employees. Such Committee shall meet on a quarterly basis during the term of this Agreement

for the purpose of discussing problems arising in this area and shall mutually make advisory recommendations when it is mutually deemed necessary. It is agreed and understood that the Union representatives shall suffer no loss of time and pay in the event such meeting falls within their regularly scheduled work hours.

Section 11.2: Any safety or health problem which involves an immediate hazard to the safety and health of employees shall immediately be reported to the Chairman of the Safety Committee, the Department Head and the appropriate bargaining unit representative(s) on the committee, who shall immediately investigate the condition to determine if such a hazard exists.

The department head shall take any action he/she deems necessary to insure the safety and health of the employees in the area, and shall immediately notify the CSEA Corrections Unit steward for his/her department of the potential hazard and any corrective action to be taken.

Section 11.3: The County and the Erie County Sheriff shall provide such safety equipment as necessary to perform all Corrections jobs correctly and safely. All employees shall utilize all safety equipment provided and failure to do so shall be grounds for disciplinary action.

ARTICLE XII EQUAL OPPORTUNITIES

Section 12.1: The employer and the CSEA Corrections Unit realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the employer and the CSEA Corrections Unit to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

ARTICLE XIII HOURS OF WORK

Section 13.1: A normal work day shall not exceed eight (8) consecutive hours in any twenty-four (24) hour period. The normal work week shall not exceed forty (40) hours.

Section 13.2: All full-time civilian employees, covered by this agreement, shall receive a one (1) hour lunch period except

in positions of a nature requiring emergency or continuous service. If an employee actually receives less than an hour for lunch on a regular basis for nine (9) or more cumulative months of the employee's prior anniversary year, he shall have the option of being paid the sum of \$275.00 within thirty (30) days following the anniversary date or he will be credited with three (3) compensatory days on the employee's anniversary date. If any such employee wishes to change their option, they must notify their department head or his designee, in writing, no later than September 1st to be effective in the next calendar year.

The three (3) compensatory days are not cumulative from year to year and any unused compensatory days shall be added to the employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this agreement.

Section 13.3: Lunch Break Relief Schedules

The issue of Lunch Break relief schedules shall be a topic on the party's labor/ management meeting agenda. The Department will consider suggestions and attempt in good faith to settle the issue. If an agreement is reached by the parties, a Memorandum of Agreement will be executed.

These discussions shall commence no later than thirty (30) days from the date of ratification.

Section 13.4: In the event the employer deems necessary any change in the work week or shift assignment, the employee and the Unit President will be notified seven (7) calendar days in advance of the proposed change except in emergency situations.

Section 13.5: Shift Differential Pay

(a) A one dollar (\$1.00) per hour shift differential will be granted to all employees on the third or first shifts for every hour actually worked on such shifts.

(b) For twenty-four (24) hour operations, normally the third shift begins at 3:00 p.m. and terminates at 11:00 p.m., while the first shift begins at 11:00 p.m. and ends at 7:00 a.m. When an employee works for (4) hours or more into the first

or third shifts, he will be paid for all hours worked in the first or third shifts, including the first four (4) hours.

- (c) Shift differential will be paid to employees for actual hours in accordance with the above provisions.
- (d) All cash payments for employees who are entitled to shift differential and who work overtime shall be made not later than the next regular payroll check.
- (e) Employees who are scheduled (involuntarily) to work a full hour or more beyond their normal shift shall be paid the appropriate shift differential as provided in subdivision (a) of this section for all full hours worked.

ARTICLE XIV HOLIDAYS

Section 14.1: The following holidays shall be observed by all employees in the bargaining unit as paid holidays:

- | | |
|--------------------------------|---------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Martin Luther King, Jr. Day | 7. Labor Day |
| 3. President's Day | 8. Veterans Day |
| 4. Easter Sunday | 9. Thanksgiving |
| 5. Memorial Day | 10. Christmas Day |

Section 14.2: If any of the aforementioned holidays falls on a Saturday the County will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 14.3:

a.) An employee who is required to work on a day celebrated as a holiday as provided in this Agreement, will be paid his regular straight time pay plus one & one-half times (1.5x) his straight time hourly rate for every hour actually worked on such holiday, except when an employee elects compensatory time off as provided under Section 16.10 of Article 16 of this contract.

Any employee who works in excess of eight (8) hours on a holiday or a day celebrated as a holiday shall receive double time (2x) their regular hourly rate for all hours worked over eight hours on such holiday.

b.) Correction Officers, including Sergeants and Lieutenants and Captains, shall continue the past practice of receiving ten (10) holidays per year. The County agrees to continue the past practice of allowing Correction Officers (including Sergeants, Lieutenants and Captains) to utilize the ten (10) holidays for the purpose of signing off from work and to continue the past practice of a monthly sign off which takes place on the 20th of each month.

If a Correction Officer (including Sergeants, Lieutenants and Captains) works on a traditional holiday, he/she shall continue to receive four (4) hours of holiday compensation as specified in this section 14.3 for each holiday actually worked.

Third shift Correction Officers (including Sergeants, Lieutenants and Captains) who conclude their work shift on a traditional day celebrated as a holiday, shall receive the four (4) hours holiday compensation as specified in this subdivision (b) of this section 14.3.

Compensatory time earned for holidays shall not be included in the compensatory bank accumulated by working overtime.

Section 14.4: Notwithstanding the conditions set forth in Section 14.2 of Article 14, employees who work in a County operated facility which has a continuous schedule of 24 hours per day for 7 days per week and work in continuous operation positions as defined in Article 2 (Definitions), shall celebrate all holidays on the actual calendar date on which the holiday traditionally falls. Any employee who has a day off on the day on which a traditional holiday is celebrated, shall receive another day off for such holiday.

ARTICLE XV VACATIONS

Section 15.1: Every effort will be made to grant employees their vacation at the requested time subject to their department's responsibility to maintain work coverage and efficient operations for service to the public.

Section 15.2: Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a

compensable pay status for 40 or more hours (5 or more working days) each pay period.

Vacation credits will be granted by pay period in accordance with the following schedule:

Service	Rate Per Pay Period	Rate Per Year
From date of employment thru completion of two years of service.	3.08 hours	10 days
From second year anniversary date thru completion of nine years of service.	4.62 hours	15 days
From ninth year anniversary date thru completion of sixteen years of service.	6.16 hours	20 days
From the sixteenth-year anniversary thru completion of twenty-five years of service.	7.70 hours	25 days
From the twenty fifth anniversary date thru successive years of service	9.23 hours	30 days
7:00 – 3:00 Shift	Eight (8) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN	
3:00 – 11:00 Shift	Five (5) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN	
11:00 – 7:00 Shift	Four (4) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN	

Section 15.3: An employee with the greatest department seniority by shift shall be given his/her choice of annual vacation period bids. The minimum numbers of annual vacation period bids of Corrections Officers that can be pre-scheduled off bidding in any one week are as follows:

Vacation Selection

On November 1st of each year, bargaining unit employees shall submit their respective vacation requests for the upcoming year pursuant to the following procedure:

- 1.) On November 1st of each year vacation schedules shall be circulated on the respective shifts for vacation selection.
- 2.) The “Prime Time” format restriction of a two (2) week vacation period will be in effect. For the purpose of this

Section, "Prime Time" shall mean any full week commencing the week prior to Memorial Day until Labor Day. Days (vacation) obtained through the sign off procedure, single vacation, exchanges or personal leave days do not apply to the meaning of "Prime Time".

- 3.) Initial selection will be limited to the number of vacation week's entitlement an Officer has based on years of service with the County.
- 4.) As an Officer is reached on the shift seniority list, Supervisors will advise the Officer to make his/her selection. Selection must be concluded prior to the conclusion of the work shift. Vacation schedules will remain in the Watch Commander's office unless hand carried by the supervisor to an Officer's duty post for an Officer's selection.
- 5.) The selection has to proceed without delay due to limited time. The upcoming year vacation schedule must be completed by the 9th of December to make provisions for the January compensatory time usage. Supervisors, if necessary, may contact staff when off duty for the purpose of making selections.
- 6.) After all eligible staff has had the opportunity to make their selections; unused vacation periods will be made available on a bid basis for staff with banked accruals.
- 7.) Staff electing to bypass their initial vacation selection will be placed at the end of the shift seniority list and may select vacation after all other assigned personnel on the shift have made their initial selections.
- 8.) In the event an employee wishes to cancel their preapproved vacation for the next month, such available vacation days shall be offered as follows:
 - a.) Vacations cancelled by request prior to the 14th of the month shall be bid immediately for at least five (5) days. Prime Time rules apply. If no employee requests such available vacation time, it then will be part of the monthly sign-off minimum.
 - b.) Vacations cancelled by request after the 14th of the month shall go to the monthly sign-off minimum.

- 9.) Requests to add, delete or exchange vacations by personnel on a shift may be made directly to the respective Watch Commander. The Watch Commander will advise the Captain of any such changes to the vacation schedule.
- 10.) Direct exchange of vacation weeks by Officers assigned to the same shift is authorized, the only limitation being that the maximum of two (2) weeks in "Prime Time" is permitted for any Officer.

Section 15.4: Vacation credits may be accumulated up to a maximum of twenty-five (25) vacation days. An employee shall take his vacation during the anniversary period after which it is earned, except that he may place up to a maximum of 25 earned days in a vacation bank. With the approval of his/her Department Head or immediate supervisor, an employee may take vacation days as they are accumulated in accordance with Section 15.2 of this Article.

Section 15.5: Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he/she takes his vacation.

Section 15.6: If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

Section 15.7: If an employee is promoted or transferred to another County department, vacation credits will be transferred.

Section 15.8: An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 15.9: A leave of absence without pay or a resignation followed by a reinstatement or rehired in any position in the County services within one year shall constitute an interruption of service for the purposes of this provision; provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

Section 15.10: Commencing January 1, 2013, employees shall be permitted to sell back forty (40) hours of accrued unused vacation leave at the employee's base rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

Effective January 1, 2015, employees shall be permitted to sell back fifty (50) hours of accrued unused vacation leave at the employee's base rate of pay, under the same conditions as above.

Section 15.11: Sworn Staff that change shift shall take their vacations with them. Weeks will not be bid out on the shift that the Sworn Staff leaves.

ARTICLE XVI OVERTIME

Section 16.1: This article is intended only as a basis for calculating overtime payments, and nothing in this article shall be construed as a guarantee of overtime hours per day or per week.

Section 16.2: Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over each calendar quarter.

Section 16.3: For the purposes of equal distribution of overtime, any employee who refuses overtime shall be credited with that overtime, as if the overtime had been worked.

Section 16.4: On such occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime credits at that time. If the employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work or until the list is exhausted. It is agreed and understood; employees may refuse overtime except in recognizable, emergency situations.

Section 16.5: A record of overtime hours which have been worked and which have been credited by refusal, shall be posted on the departmental bulletin board monthly, with a copy to be given to each section president.

Section 16.6: All employees who actually work over eight (8) hours in any workday, or forty (40) hours per week shall be paid time and one-half times such employee's straight time hourly rate, for all hours worked in excess of eight (8) hours in any workday or forty (40) hours per week. Sick leave is excluded from computation of forty (40) hours per week to be worked for purposes of the overtime premium of time and one-half. All other paid leave time, including paid lunch hours and compensatory time shall be counted as time worked.

Section 16.7: An employee required to work four (4) hours following his regular full day shift shall be granted if requested, up to one-half hour off with pay for the purpose of eating. A similar one-half hour may be granted, if requested, for each subsequent four (4) hour period of time to be worked. Such one-half hour shall be deemed as time worked for overtime purposes.

Section 16.8: An employee will not be sent home during his/her regular shift for the purpose of being recalled to work another shift which begins at the end of the employee's regular work shift.

Section 16.9: All cash payments for overtime shall be made not later than the next regular payroll check.

Section 16.10: Each employee covered under this contract may request in writing compensatory time off in lieu of cash payment for overtime worked in accordance with the limitations provided in this section. Employees may opt for compensatory time or overtime pay for all overtime hours worked for each overtime shift. Employees may accumulate a maximum of one hundred twenty (120) hours in their compensatory time bank at any given time.

Each employee who desires compensatory time off shall accumulate the aforementioned time at the rate of time and one-half (1-1/2) for each hour or part thereof worked. The maximum number of overtime compensatory hours that may be accumu-

lated by an employee at any one time is one hundred twenty (120) hours. This amount shall exclude all compensatory time earned for lunch hours, as provided in Section 13.2 of Article XIII of this contract.

As an employee uses the compensatory time earned under this section, he/she shall accumulate additional compensatory time off for use in each instance the employee works overtime until the maximum amount allowed under this Section 16.10 is again reached. Once the employee reaches the maximum amount of accrued compensatory time, he/she shall be paid in cash for each hour or part thereof worked above the maximum amount of allowable accrued compensatory time.

The rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime work shall apply only to time worked in excess of forty (40) hours per week or EIGHT (8) HOURS PER DAY as set forth in Section 16.6 of this Article XVI and to holidays as provided in Section 14.3 of Article XIV of this contract. Overtime hours shall be distributed equally among all employees according to the appropriate sections of this Article XVI and the selection of employees to work overtime shall not be affected by nor controlled by the employee's choice of the method of payment for such time.

Section 16.11: Employee's shifts shall not be changed to avoid working casual overtime. However, if operational requirements cause a shift in the work load resulting in constant overtime for a period of more than forty-five (45) consecutive working days, work schedules may be changed per Article XIII, Section 13.6 to adjust to the new work load and/or operational requirements to eliminate such constant overtime.

ARTICLE XVII SICK LEAVE

Section 17.1: Sick Leave Allowance

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. For purposes of calculating sick leave credits and charges, one work day equals eight hours. Any employee who does not use more than

eight (8) hours of sick leave or unauthorized leave unpaid per calendar year shall receive a five-hundred dollar (\$500.00) non-cumulative bonus on pay period two (2). An employee may accumulate sick leave up to a maximum of 225 days or 1800 hours. Employee's hired after 12/05/2012 may accumulate 300 days or 2400 hours.

Temporary employees and provisional employees without permanent status will not earn sick leave credits until after the completion of six (6) months of continuous service.

Section 17.2: Reasons for Granting Sick Leave

Sick Leave with pay shall be granted by the County to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

1. Sickness or injury.
2. Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include, parent, spouse, brother, sister, child or grandparents; or other relative who is an actual member of the employee's household. For absence of two consecutive days or more, a certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the employee shall be filed with the Commissioner of Personnel or his designee and sick leave for this purpose shall be granted only with his approval.
3. Quarantine regulations.
4. Medical or dental visits.
5. Maternity

Section 17.3: Sick Leave Credits and Charges

- (a) A credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter (1-1/4) working days per month/fifteen (15) days per year, and has

been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing regular basis.

- (b) Charges against sick leave credits due to employee usage shall be comparable to past procedures where a full day was charged in the past, this will now be an eight (8) hour charge against the employee's sick leave balance. Where half a day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood that sick leave may be utilized in one (1) hour increments. Requests for use of sick leave shall be submitted on the prescribed County form.

Section 17.4: Extended Sick Leave

- (a) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the employee's Department Head and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of: Fifteen (15) continuous years of service – five (5) months in addition to the sick leave accumulated by such employee.
- (b) No credit for sick leave, personal leave or vacation shall be earned during period of extended sick leave with pay, granted in accordance with this section.
- (c) Employees shall be eligible for the additional period of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.
- (d) No extended sick leave with pay will be granted until all other accumulated leave time has been used.
- (e) There will be no extended sick leave unless there is a prognosis that sets forth that it is expected that the employee will return to full time employment.

Section 17.5: Reporting Time

- (a) In case of absences, the time for reporting absences shall be at least one-half hour before the start of the employee's assigned shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his/her designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (b) Daily call-in is required each and every day except as outlined in Erie County Personnel Policy and Procedures, Chapter. 7, Sec. 2 Sick Leave issued by the Department of Personnel as amended by the Commissioner from time to time.
- (c) A certificate of affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending physician, shall be filed with the Commissioner of Personnel or his/her designee in case of absence of more than five (5) consecutive work days. The Commissioner or his/her designee may check further on any illness regardless of certificate or affidavit.
- (d) If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (e) If the proof submitted, in the judgment of the Commissioner of Personnel or his/her designee does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.
- (f) When an employee is on sick leave and the appropriate reporting form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid the full amount as if said form had been received.
- (g) The County shall notify an employee, whether working or on sick leave, when their accumulated sick leave is less than 40 hours/5 days.
- (h) Once an employee has provided the County with notice of intended resignation or retirement any sick time used shall result in the reduction of an equivalent amount of vacation time unless the employee submits a Doctor's Certificate.

- (i) No sick time will be allowed without an accompanying Doctor's Certificate on an employee's last work day prior to or the first work day following the day the County celebrates as a Holiday. Only whole sick days are included in this policy and it shall not apply to partial days or hours, extended leaves, or multiple sick days of less than five (5) days. It is understood, however, that management's right to investigate sick leave of any duration is not affected by this section.

Section 17.6: Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absence is such that the County has reasonable grounds to believe that an abuse of sick leave may exist, such employee shall be placed on "Restrictive Sick Leave". Restrictive Sick Leave shall require the employee to provide the Jail Management designee a doctor's statement as to the employee's nature of illness, prognosis, employee's ability to work/job specific limitations and anticipated period of absence/limitations. Once an employee is placed on Restricted Sick Leave, he/she will be counseled as to the proper use of sick leave and receive, in writing, notification of the Restricted Sick Leave status. Each imposition of Restricted Sick Leave shall be of reasonable duration, not to exceed nine (9) calendar months.

Section 17.7: Sick Leave Records and Reports

Each department shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all employees shall be maintained in the Personnel Office. Every payroll before being certified shall bear suitable notations thereon of leaves granted.

Section 17.8: Reinstatement of Sick Leave

When an employee is reinstated into the same position or re-employed in the County bargaining unit within one (1) year following resignation or within two (2) years following layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

Section 17.9: Medical or Dental Visits

If an employee is required to make visitations during his/her working hours, as shall be determined by the employee's de-

partment head or his/her designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his/her designee. Such absences may be deducted from accumulated sick leave in units of not less than one (1) hour.

Section 17.10: Sick Leave Bonus

- (a.) There will be a three hundred-dollar (\$300) bonus for any employee who reaches the maximum of eighteen hundred (1800) hours of accumulated sick leave. Payment of the initial bonus will be in the first paycheck after eighteen hundred (1800) hours is reached.
- (b.) Thereafter, an additional bonus of two hundred dollars (\$200) will be earned on the twelve (12) month anniversary date of the initial three hundred-dollar (\$300) bonus, provided that the employee maintains the maximum amount of sick leave on that anniversary date and has used five (5) or less sick days during the preceding twelve (12) month period. The additional two hundred-dollar (\$200) bonus will be paid in the first paycheck after the anniversary date has been reached and the bonus has been earned.
- (c.) As used herein, the term "anniversary date" shall mean the date the employee became eligible for the initial sick leave bonus of three hundred dollars (\$300).

Section 17.11: Criminal Assault

In the event that an employee is necessarily absent from duty as a result of a criminal assault upon his/her person during the course and in the discharge of his/her job responsibilities and duties for the County resulting in an injury for which the New York State Worker's Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without the use of any sick leave credits. Thereafter, he/she shall have all accrued sick leave credits necessarily used during such absence restored upon his/her return to duty.

For purposes of this article and section, criminal assault shall be defined as a physical action taken against an employee by another person with deliberate intent to do bodily harm to the

employee. If an injury occurs under the above conditions and any County employee, except an employee of the Correction Department, files legal charges or if an employee of the Correction Department files an assault report with the Disciplinary Board, the physical action taken against the employee shall be considered criminal assault as defined herein regardless of the outcome of the adjudication of the charges filed.

ARTICLE XVIII PERSONAL LEAVE

Section 18.1: Effective January 1, 2013 and annually thereafter, employees hired prior 12/05/2012 including temporary and provisional employees, shall receive six (6) days of personal leave per year on their anniversary date.

Employees hired after 12/05/2012, including temporary and provisional employees, will become eligible for and receive four (4) days of personal leave after one year of continuous service and also be eligible for and receive the same allocation for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

Section 18.2: Personal Leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.

Section 18.3: In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, application for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is four (4) days and four (4) working days' notice in advance when the requested time is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in this article. In cases of emergency, the five (5) or four (4) days of advance notice may be waived by the Department Head. All requests must receive the approval of the employee's immediate supervisor or Department Head and shall

not be granted in less than one (1) hour units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section and in Appendix L. Every attempt will be made to grant the day(s) requested.

Section 18.4: In cases of reinstatement or transfer, as provided under this Agreement, unused personal leave credits shall be restored or transferred.

Section 18.5: This section only applies to employees hired after 12/05/2012. The days referred to above shall be granted such time consistent with the personal leave policy. Management reserves the right and discretion to approve requests for use of compensatory time, based on manpower and departmental staffing needs. However, “sworn” employees shall have the right to super-request up to two (2) compensatory days per year which shall not be denied, except in cases of emergency. The two (2) super-requests are not cumulative year to year.

ARTICLE XIX LEAVE BECAUSE OF DEATH IN THE FAMILY

Section 19.1: An employee who has a death in the immediate family (parent, spouse, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, step-parent, great grandparents, or other relative who is an actual member of the employee’s household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

ARTICLE XX LEAVE FOR JURY DUTY

Section 20.1: On proof of the necessity of jury service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

Section 20.2: Employees will not be required to report to work prior to or subsequent to the performance of their jury duty.

Section 20.3: When an employee is assigned to the second shift on the day he performs jury duty, he/she is to be excused with pay for second shift assignment on that day.

Section 20.4: When an employee is scheduled to work the third shift on the day he/she is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

Section 20.5: It is agreed and understood that the County's legal ability to pay employees on Jury Duty may be affected by state and federal legislation and that at all times jury duty pay will be paid in accordance with applicable state and federal law.

ARTICLE XXI TIME OFF FOR CIVIL SERVICE EXAMINATIONS

Section 21.1: Permanent employees will be allowed time off with pay to take promotional and open competitive County civil service examinations.

Section 21.2: Provisional employees with permanent status in a lower level position shall be permitted time off with pay to take County examinations in connection with the position in which they are serving.

Section 21.3: When an employee is granted time off pursuant to Section 21.1 and 21.2 above, such employee shall return to work when there are two hours or more left in his/her work day. Employee shall be allowed reasonable travel time.

ARTICLE XXII LEAVE OF ABSENCE WITHOUT PAY

Section 22.1: Application for Leave Without Pay

Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the head of his/her department. Such application shall state the reasons for the requested leave and duration thereof. If approved by the head of the department, the application shall be submitted to the Commissioner of Personnel and leave of absences shall be granted only when finally approved by the Commissioner of Personnel. It is understood that such employee will be permitted to return to the same class title within the same department.

Section 22.2: Maternity Leave

- (a) Leave. The Commissioner of Personnel or his/her designee shall grant pregnant employees, a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Commissioner of Personnel or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and / or may require that the employee be examined by a physician chosen by the County at the County's expense.
- (b) Sick Leave and Vacation Leave. Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.
- (c) Extension. At the request of the employee, and after receiving the recommendation of her department head, the Commissioner of Personnel or his/her designee may grant extension of such leave of absence in accordance with this section.

Section 22.3: Substantiation of Request for Sick Leave or Leave without Pay. A certificate is required from the employee's personal physician specifying:

1. The date that the employee is no longer able to carry out all normal assigned duties.
2. The expected date of confinement, and
3. The date the employee may return to duty shall accompany the request whether it is for sick leave (Form PO-19) or for leave without pay (PO-18).

In those instances, where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay both the PO-19 and PO-18 should be completed at the same time, and the above certificate used to substantiate both requests.

Section 22.4: Leave Because of Extended Illness

When an employee has exhausted all his/her sick leave credits, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the department head shall grant leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

Section 22.5: Leave for War Work

A permanent employee may, at the discretion of the department head, be granted a leave of absence without pay for a period of time, not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the discretion of the department head, and with the approval of the Commissioner of Personnel, may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his/her position in the Civil Service between successive leaves; provided; however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

Section 22.6: Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his/her County position. Such leave of absence shall not extend his/her County position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He/she may be reinstated at any time after such sixty (60) day

period and within one (1) year after termination of such leave of absence in the discretion of the department head.

Section 22.7: Leave for Educational Purposes

On the approval of the department head, permanent employees may be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

Section 22.8: Leave of Absence to Serve Another Position in the County Service.

Leave of absence without pay may be granted by a department head to a permanent employee in the competitive class to enable such employee to serve permanently in another position in the classified class.

A leave of absence shall be granted to an employee to serve in a temporary, provisional or probationary position in the classified class; however, any such leave of absence shall be automatically terminated upon permanent appointment.

Section 22.9: Leave of Absence to Accept Employment Outside the County Service.

Leave of absence shall not be granted to an employee to accept employment outside the County Service.

Section 22.10: Leave for Other Reasons

Leave of absence without pay, for reasons other than those cited in this provision, shall be granted by the department head only in unusual circumstances, which in the judgment of the department head justifies the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

Section 22.11: Military Leave of Absence

(1.) Any County employee who is required to render ordered military or naval duty shall be granted military leave of absence pursuant to the Military Law.

(2.) Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

Section 22.12: Political Leave

Any employee who is elected or appointed to an elective public office or who is appointed to a non-elective public office not to exceed four (4) years, shall be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be granted for period of one (1) year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-County position.

Section 22.13: Denial of Leave of Absence

In the event a request for leave of absence under this provision is denied by a department head, CSEA may petition the Commissioner of Personnel for approval.

Section 22.14: In Case of Legal Adoption under Article 7 of the Domestic Relations law

Leave shall be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. The employee shall apply for such leave in writing and shall, whenever possible, provide the employer with legal notices no later than two weeks prior to the commencement of the leave. The two (2) week notification requirement shall be waived in cases of emergency, if it proves to be impossible to give the two (2) weeks' notice.

Section 22.15: Child Rearing Leave

(1.) A continuous leave of absence without pay by reason of the birth of a child within the first year of said child's birth shall be granted to an employee for a period of six (6) months. Paid leave will be substituted for the unpaid leave at the employee's or Erie County's option, where permitted by federal statute, other provisions of this collective bargaining agreement and Erie

County policy. Such leave request must be presented in writing to the department head at least thirty (30) calendar days' notice with no reasonable excuse for the delay, the County may delay the taking of the requested leave until at least thirty (30) calendar days after the date the employee submits his/her request.

- (2.) An employee on child rearing leave will notify the department head of his/her intention to return to work at least thirty (30) calendar days prior to expiration of the leave of absence.
- (3.) An employee returning to work after a child rearing leave shall return to the same position in the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

ARTICLE XXIII EMERGENCY CLOSING

Section 23.1: In the event the County Executive or his/her designee declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, uncontrolled weather conditions or other cause beyond the County's control the affected employees will not be charged any accruals or lose any pay for the time closed.

ARTICLE XXIV RETIREMENT PLAN

Section 24.1: The County shall provide retirement plan known as "The New Career Retirement Plan" - 75-I with riders 60B and 41-J, to all employees in the bargaining unit.

ARTICLE XXV HEALTH INSURANCE

Section 25.1:

- a) Effective 12/05/2012, current employees and employees who retire under this collective bargaining agreement, ("future retirees") shall have a single provider for health insurance. Employees shall have a choice among three insurance products: the Enhanced Plan, the Core Plan, or the Value Plan. Future retirees shall have the Core Plan, except as indicated in Section 25.3 (7) (9).

- b) The County agrees to continue to provide medical benefits equal to or better than those in existence on the date the 2018-2021 CBA was executed by the parties.

Section 25.2: Dental Coverage:

The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this section shall be paid by the employee on a bi-weekly payroll deduction.

Section 25.3: Payment for Health Insurance:

1. Effective July 1, 2018, the Value POS 204 Plan shall become the base plan for all bargaining unit employees, regardless of date of hire. There shall no longer be an entitlement to the 105-h contribution for employees hired prior to December 05, 2012 who were previously opting for the Value POS 204 Plan, and effective July 1, 2018 of this agreement shall pay 15% of the Value POS 204 Plan premium. Additionally, the employee's premium contribution annual cap shall now apply to the Value POS 204 Plan, and shall be as follows:

Year	Single	Family
2018	1,450	4,000
2019	1,450	4,000
2020	1,450	4,200
2021	1,600	4,500

- a) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Enhanced Plan. Employees who choose the Core Plan shall pay the difference in cost between the Core Plan and the Value Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
- b) For employees enrolled in the Value Plan, the employer shall deposit fifty percent (50%) of the difference in the monthly premium cost, single or family,

based on the employee's enrollment status, between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year. Funds shall remain available for use during active employment, regardless of plan enrollment or waiver and into retirement until expended. Upon termination or in the event of the employee or retiree's death, any unexpended funds shall revert to the County.

2. Employees hired after ratification of this Agreement shall have the Value Plan as their base plan and shall contribute 15% of the Value Plan premium. Section 25.3 (b) shall not apply to employees hired after ratification.
 - a) In addition, all employees who choose either the Core Plan or the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Core Plan or Enhanced Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
3. Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
4. The parties agree that in the event that the Erie County Fiscal Control Board suspends or nullifies pay increases, or step/increment increases contained in the collective bargaining agreement, the premium amounts employees contribute toward their health insurance shall immediately freeze at the amount in effect at the time of such action and remain frozen until such time that the pay increases, or step/increment increases have been restored.
5. The negotiated provisions of the collective bargaining agreement regarding dental coverage will remain in effect.

***NOTE:** Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible.
6. Pre-Medicare Retirees: Employees hired prior to 12/05/2012, with fifteen (15) years of County service, who

are eligible to retire and do so prior to December 31, 2017, shall have their retiree health insurance paid as follows:

The Employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from County until age 65. The Employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status.

7. Pre-Medicare Retirees: Employees hired prior to 12/05/2012, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after December 31, 2017 shall have their retiree health insurance paid as follows:

The Employer shall pay the same monthly premium single rate retiree health insurance percentage as they pay for current employees, for single eligible employees who retire from County service until age 65. The employer shall pay the same monthly premium family rate as current employees for families of eligible employees who retire from county service until age 65, upon written proof of family status. In addition, a pre-65 retiree may choose the pre-65 Option D Plan. Pre-65 employees who choose Option D shall pay the difference in the cost between the Core Plan and the Pre-65 Option D Premium.

8. Post-Medicare Retirees: Employees hired prior to 12/05/2012, with fifteen (15) years of County service, who are eligible to retire and retire prior to December 31, 2017 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, **when first eligible**. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare

eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B, or C and the Option D (Commercial PPO) premium. Health care coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

9. Post-Medicare Retirees: Employees hired prior to 12/05/2012 with fifteen (15) years of County service, eligible to retire and do so on or after December 31, 2017 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and the basic out-of-network benefits, when first eligible. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s) and the employee shall pay the same percentage of premium as active employees. A post-Medicare retiree and his or her eligible spouse aged 65/Medicare eligible may choose from Option A or B (Medicare Advantage HMO plans) or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay the same amount as current employees of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

***NOTE:** Employees hired after 12/05/2012 shall not receive retiree health insurance paid by the employer.

Section 25.4: In the event an employee is disabled from work by accident or illness, the employer agrees to continue his/her insurance coverage for the length of his/her accumulated sick leave, plus one hundred and twenty (120) days thereafter.

Section 25.5: Employees who retire from County service with ten (10) years of County service shall be eligible for the following:

- a) Employees who have a minimum of eight hundred (800) hours of accumulated sick leave as of the date of retirement shall receive three thousand dollars (\$3000) cash or insurance coverage paid at one hundred percent (100%) until the three thousand dollars (\$3000) is exhausted, for retirees who choose other than the fully paid plan.
- b) Employees who have a minimum of twelve hundred (1200) hours of accumulated sick leave as of the date of retirement shall receive four thousand dollars (\$4000) cash or insurance coverage paid at one hundred percent (100%) until the four thousand dollars (\$4000) is exhausted, for retirees who choose other than the fully paid plan.
- c) Employees who have a minimum of eighteen hundred (1800) hours of accumulated sick leave as of the date of retirement shall receive six thousand dollars (\$6000) cash or insurance coverage paid at one hundred percent (100%) until the six thousand dollars (\$6000) is exhausted, for retirees who choose other than the fully paid plan.

Section 25.6: Employees hired after December 5, 2012 who retire from County service with fifteen (15) years of actual County service, shall receive fifty percent (50%) of the full monetary value of the sick leave they have accrued to their credit at the hourly rate of pay in effect at the time of their retirement, which shall be placed into a Health Reimbursement Account (HRA)

Section 25.7: Notwithstanding the other provisions of this Article, the employer agrees to continue the health insurance coverage of an employee for the amount of his/her accumulated sick leave which he/she may wish to use, plus one hundred and twenty (120) days thereafter if an employee is unable to report to

work by reason of any accident, injury, illness or disease which is found to be compensable by the Worker's Compensation Board. If the employee does not wish to use all or any of his/her sick leave or if he/she does not have any sick leave available for use, the one hundred and twenty (120) day period shall commence immediately upon the employee reporting his/her inability to report to work.

Section 25.8: Should a permanent County employee, for whom the County is providing family health insurance coverage, die, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two (2) calendar months thereafter.

INFORMATION ON HOW YOU CAN RECEIVE CASH PAYMENTS IN-LIEU OF HEALTH INSURANCE

Section 25.9: County employees eligible for paid medical and dental insurance may waive coverage and receive a cash payment in-lieu-of the benefits. Many past restrictions and limitations have been removed to make this a NO-RISK waiver program for participating employees.

Changes in County Health Insurance Waiver Program

1. **No Risk Feature** -County employees no longer have to wait for the annual open enrollment period to re-enter in the County paid coverage. With written notification, employees can be re-admitted in the following month.
2. **Increased Payments** - Effective January 1, 2018, employees who waive insurance coverage shall be eligible for a monthly stipend as follows:
 - a) Employees eligible for single coverage shall receive \$200 to be paid in two equal installments of \$100 each.
 - b) Employees eligible for family coverage shall receive \$450 to be paid in two equal installments of \$225 each.

***NOTE:** However, where such employee is eligible to be covered by another County employee, no waiver payments shall be due.

3. **Continued Dental** -Employees may continue dental insurance by paying the monthly premium. This will be deducted from an employee's bi-weekly pay.

Questions and Answers about Waiver Program

Q. WHO IS ELIGIBLE?

- A. Any County employee who is eligible for County paid health and dental insurance is eligible to waive these benefits.

Q. WHAT IS THE WAIVER PROCEDURE?

- A. 1. To waive such benefits, an employee must complete WAIVER OF BENEFITS form EGB1 (Rev. 3/88), a HEALTH INSURANCE BENEFITS Form B-1 (Rev. 12/87) and submit them to their Department Health Insurance Representative. (Forms are available from the Departmental Representative.)
2. The Departmental Health Insurance Representative must complete the historical data section of the Waiver form, the "office use only" block of the EB-1 form, and forward the completed documents to the Personnel Department.

Q. CAN A WAIVER OF BENEFITS BE WITHDRAWN?

- A. **A WAIVER OF BENEFITS CAN BE WITHDRAWN AT ANY TIME DURING A CALENDAR YEAR WITH APPROPRIATE WRITTEN NOTICE. COMPLETION OF A NEW APPLICATION FOR GROUP HEALTH INSURANCE IS REQUIRED.**

Q. WHEN DOES CASH PAYMENT IN-LIEU-OF HEALTH/DENTAL BENEFITS START?

- A. Any person whose waiver of benefits is received by central personnel on or before the 15th day of any month will start eligibility for cash payment the first day of the following month. If received after the 15th day of any month, eligibility for cash payment will start the first day of the second month after the waiver is received. Once approved, a waiver remains in effect indefinitely until it is withdrawn in writing, or until the employee leaves County service.

- Q. AFTER A WAIVER IS APPROVED, WHAT IS THE AMOUNT OF PAYMENT?
- A. An employee who waives family coverage will receive \$300.00 per month. An employee who waives single coverage will receive \$150.00 per month. Payments will be made bi-weekly.
- Q. CAN YOU WAIVE HEALTH INSURANCE COVERAGE BUT RETAIN DENTAL COVERAGE?
- A. **YES, AN ELIGIBLE EMPLOYEE MAY NOW ELECT TO SUBSCRIBE FOR OR TO CONTINUE DENTAL INSURANCE BY HAVING THE TOTAL DENTAL PREMIUM DEDUCTED FROM HIS OR HER PAY-CHECK, AND STILL COLLECT THE MONTHLY CASH ALLOWANCE UNDER THE WAIVER.**
- Q. HOW ARE SUCH PAYMENTS TREATED FOR TAX/RETIREMENT PURPOSES?
- A. These payments are treated as ordinary income and subject to withholdings for FICA, federal and state income tax. Such payments are not considered part of your salary or wages by the New York State Retirement System. Therefore, no contributions are made to the Retirement System on these payments either by the employer or by the individual employee.

The County and the Union shall agree upon a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the County and the Union from any claims arising from such withdrawal.

**HEALTH INSURANCE WAIVER
NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU
OR YOUR FAMILY MEMBERS WILL BE CONTINUED
UNDER THE EFFECTIVE TERMS OF THIS WAIVER**

I hereby for myself, my heirs, executors and administrators, waive my right to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the Erie County Corrections Unit, Local 815, CSEA, Local 1000, AFSCME, AFL-CIO.

ARTICLE XXVI PAY PERIOD

Section 26.1: The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the pay day. Every effort shall be made to pay the second and third shifts a day previous to first shift employees. The ten (10) day pay period will be continued.

ARTICLE XXVII SALARY AND INCREMENT RULES

Section 27.1: Promotions

- (a) Any employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than:

\$100.00 for promotions to Job Groups II, III, IV, V;
\$150.00 for promotions to Job Groups VI, VII, VIII, IX;
\$200.00 for promotions to Job Groups X, XI, XII, XIII;
\$250.00 for promotions to Job Group XIV and higher;
above the salary paid to the employees at the time of promotion.

- (b) All promotions from Step 5 onward will be step to step. Any time served towards earning a longevity step prior to promotion will be counted towards eligibility and time served in the higher title.

Section 27.2: Demotions

A permanent employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he/she is serving shall, upon appointment to the lower positions, receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his/her former position. If the employee formerly held the lower position, all increments received in the higher and lower position, shall be used in computing increment placement in the lower step.

Section 27.3: Reinstatement

1. A permanent competitive class employee who has been laid off and subsequently reinstated from a preferred list

pursuant to Civil Service Rules shall be reinstated at the same salary step as received at the time of layoff.

2. A permanent employee who has resigned and is subsequently reinstated pursuant to Civil Service Rules may be reinstated at the same salary step received at the time of resignation if reinstated to same position held at the time of resignation.
3. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his/her position in a lower grade, shall upon return to the lower position, receive a salary at the increment level he/she would have reached had he/she continued to serve continuously in that position.

Section 27.4: Reallocation

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

Section 27.5: Reclassification

When an employee class title is reclassified to a higher title and job group, it shall be considered as a new position and promotion. The salary will then be determined in accordance with the salary rule on Promotions.

Section 27.6: Temporary Assignments

An employee temporarily assigned to a higher level encumbered position during a continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual work by such employee in the higher-level position shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. Effective on the 16th consecutive day of actual work by such employee in the higher-level position the employee will be paid at the new rate until his/her return to his /her prior assignment. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

Section 27.7: Leave of Absence – Military

1. Military Leave of Absence – Any County employee, who is required to render ordered military or naval duty, shall be granted military leave of absence pursuant to the Military Law. Employees shall have the option to have their regular days off changed to Saturday and Sunday during weeks in which they are completing their military service time. This option shall be made annually at the beginning of the year.
2. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service for the purpose of eligibility for annual increments. Employees will also accumulate seniority while on authorized military leave; however, employees will not earn fringe benefits during this period of authorized military leave.

Section 27.8: Increments

1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards. A County wide and uniform merit and recognition system as established by the employer shall be used.
2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis provided they have a minimum of nine (9) months of actual service since receiving their last increment.
3. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he/she shall be eligible for increments in that other position provided he/she has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reap-

pointment with no credit for any prior time spent in such position.

4. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or nonscheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and pay periods may not, at all times, coincide. In such case the increment credit date is the first day of respective pay period during which January 1 or July 1 falls. The County will not be arbitrary or capricious in denying increments.

Section 27.9: Longevity Pay for Employees

1. An employee hired prior to 12/05/2012, shall be eligible for the first longevity increase after completing a total of nine (9) years of continuous service with the County and a minimum of five years actual service at the maximum increment step of the job group. An employee hired after 12/05/2012, shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and three (3) years of actual service at the maximum increment step of the job group.
2. All employees receiving the first longevity increment and who served an additional period of three years actual service in the same job group will receive a second longevity increment.
3. Again, on the completion of another three years of actual service, in the same job group, the employee will receive a third longevity increment.
4. Again, on the completion of another three years of actual service, in the same job group the employee will receive a fourth longevity increment.
5. Again, on the completion of another three years of actual service, in the same job group, the employee will receive a fifth longevity increment.

6. In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
7. Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not, at all times, coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

Section 27.10: New Appointments

1. An employee appointed to a position in class title shall be paid the minimum rate established for the class appearing in the Plan of Class Titles and Salary Ranges; except:
2. Where recruitment difficulties are sufficiently substantiated, an appointed officer may request an appointment beyond the first step established for the position. However, such request must receive prior authorization by the County Executive and the Commissioner of Personnel before appointments can be made.
3.
 - (a) An employee appointed to a position in a class title shall be paid at the probationary step of the class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this Agreement.
 - (b) Upon completion of a probationary period of twenty-six (26) weeks of work the employee shall be moved to the first step of the applicable class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this Agreement.
 - (c) For the purpose of computing an employee's eligibility to move to step 2, employees shall be credited with time worked at both the probationary rate and at the step one rate. It is agreed and understood that payment of the probationary rate will not affect an employee's movement throughout the incremental system under Article XXVII.

ARTICLE XXVIII JOB POSTING

Section 28.1: All permanent vacancies shall be posted pursuant to the provisions of this Agreement. However, a permanent vacancy created by the movement of an employee into a posted position need not be posted under any of the posting procedures set forth in this Agreement.

Section 28.2: Posted vacancies shall be filled in the following order of procedure:

- (a) The exercise by the County of its right to reassign employees throughout the County. If the County exercises its right to reassign employees throughout the County, such reassignment shall be made from among any qualified employee who requests in writing to fill the position within seven (7) calendar days following the date of posting. If the County elects to reassign employees and does not reassign from the request filed in the seven-day period, such reassignment may be subject to the grievance procedure.
- (b) The exercise of any shift preference rights provided in this agreement.
- (c) The exercise of any Intradepartmental Transfer (within the same department) provided for in this Agreement.
- (d) Recall rights of an employee.
- (e) The exercise of any Interdepartmental Transfer (between departments) provided for in this Agreement.
- (f) Promotion procedures provided for in this Agreement.

Section 28.3: It is agreed and understood that the procedures set forth in this Agreement for filling a permanent vacancy must be exhausted prior to the County filling such positions at its discretion with individuals outside of the bargaining unit.

Section 28.4: The President of the unit shall receive copies of all job postings at the earliest possible time prior to posting.

Section 28.5: Promotions

Whenever an opportunity for promotion (advancement of an employee to a higher paying position) occurs as a result of a permanent vacancy in a bargaining unit position or the creation of a new position in the bargaining unit, the County shall use the following procedure:

- (a) **Competitive Class Positions** – The County shall promote to competitive class positions pursuant to New York Civil Service Law as amended from time to time. All exam announcements shall be posted pursuant to law with copies given to the President of the unit as soon as practicable prior to the posting of such notices.
- (b) **All other positions** – A notice of the permanent vacancy shall be posted on appropriate bulletin boards throughout the County Department in which such vacancy exists for at least ten calendar days prior to filling such vacancy. During this period, employees within such department may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee's department head or his designee. The vacancy, if and when filled, shall be filled from among those qualified employees who have so applied. Qualifications include such factors as work performance record, conduct, attendance, ability and fitness to perform the required work. Where qualifications are substantially equal among such applicants, length of service with the County shall be controlling. If no qualified employee applies for the position, the County may fill such position at its discretion from any other source.

Section 28.6: Probationary Period

The rules governing probationary terms are set forth in Rule XIII of the rules for the Classified Civil Service of the County of Erie as amended from time to time.

The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list and every original appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

The probationer shall be advised by his/her supervisor as to his /her status and progress. If found to be unsatisfactory, the appointing authority shall give the probationer at least one week's written notice that his/her service in the position will terminate at the end of the probationary term.

The decision to retain or terminate the probationer will be made solely by the appointing authority and shall not be subject to appeal through the grievance procedures in this contract.

Section 28.7: All new post assignments which are created after ratification of this agreement shall be subject to job bidding as contained in the assignment preference procedure.

ARTICLE XXIX SHIFT PREFERENCE

Section 29.1: An employee may make an application in writing, through the shift preference bidding procedures set forth below, requesting a change to another shift within the same work unit. Subject to management's right of reassignment, (in accordance with section 28.2(a) if a permanent vacancy occurs in such employee's job classification within the same work unit, such employee, if selected pursuant to the shift preference bidding procedure below shall be changed to that shift if the County determines to fill the position and maintain it on that shift. If two (2) or more employees have so requested the same shift, the one with the greatest seniority shall be given preference.

Section 29.2: The shift preference bidding procedure, subject to the limitations set forth in Paragraph 29.1 above shall be as follows: A notice of a permanent vacancy in a work unit which operates on a continuous 24 hour per day basis shall be posted on appropriate bulletin boards in that work unit only, for a period of five (5) calendar days prior to filling the position. During this period, eligible employees within the work unit may apply in writing, for the vacancy. Such posting shall indicate position, work unit, shift and current work schedule.

Section 29.3: It is agreed and understood that the Corrections Unit President and Chairman of the Grievance Committee of the Union, if a County employee, shall be granted shift preference pursuant to Section 29.1 and 29.2, if a permanent vacancy occurs

in their respective work units and job classification, regardless of their seniority and / or length of service in a particular shift, when it is mutually determined by the County Commissioner Labor Relations and Corrections Unit President that such a change of shift is necessary to better perform their union duties.

ARTICLE XXX INTRADEPARTMENTAL TRANSFER

Section 30.1: After one (1) year of continuous service, an employee may make an application in writing, through the intradepartmental bidding procedure set forth below, requesting a change to another position on the same shift within the same department. Subject to management's right of reassignment (in accordance with Section 28.2(a)) and shift preference, if a permanent vacancy occurs in such employee's job classification within the same department and shift, such employee, if selected pursuant to the intradepartmental bidding procedure below, shall be changed to that position if the County determines to fill the position and maintain it on that shift and location. If two (2) or more employees have so requested the same position, the one with the greatest seniority shall be given preference. Once an employee's position has been changed pursuant to the procedure herein, he/she may not utilize this process again for at least two (2) years from the date of his/her position change.

Section 30.2: The intradepartmental bidding procedure, subject to the limitations set forth in Paragraph 30.1 above shall be as follows: A notice of permanent vacancy in the department within which such vacancy exists shall be posted on appropriate bulletin boards in that department only, for a period of five (5) calendar days prior to filling the position. During this period, eligible employees within the department may apply, in writing, for the vacancy. Such posting shall indicate position, work unit, shift and current work schedule.

ARTICLE XXXI INTERDEPARTMENTAL TRANSFER

Section 31.1: Request by an employee for transfer to another department into a job with the same class title should be submitted in accordance with applicable Civil Service provision. Where there is a conflict resulting from an approved request for trans-

fers, involving two (2) or more employees with the same class title, the employees will be interviewed by the department supervisor where the vacancy exists. The selection process shall follow the Civil Service procedure, matching the total requirement of the position with the total characteristics of the candidates. When identical ratings result, seniority in the job classification shall be the deciding factor.

ARTICLE XXXII LAYOFF AND RECALL

Section 32.1: The retrenchment and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.

Section 32.2: For all other employees not subject to Section 80 and 81, seniority shall govern with respect to layoffs, reduction in force and / or job abolishment and recall in accordance with the following procedure:

- (a) Before any permanent incumbent in the classification is laid off in any department or institution, temporary, provisional or probationary employees in the classification in that department or institution shall be first laid off in that order.
- (b) Where there is a layoff in a specific classification and no temporary, provisional or probationary employees are involved, the employee with the lowest seniority in the same classification in the County regardless of department or institution shall be first laid off.
- (c) If the employee who has been displaced as a result of paragraph “(b)” above previously held a lower level position on a permanent basis, he/she may displace (bump) the least senior employee in his/her department or institution only, who holds such lower level position if such classification exists in his/her department or institution.
- (d) The employee who was displaced (bumped) under paragraph “(c)” above will be laid off regardless of any position the employee may have previously held. Such laid off employee will be placed on a recall list by position in order of layoff.

- (e) Layoff in lieu of bumps. In the event of a layoff an employee who does not wish to bump into a job held by a junior employee or fails to exercise his/her bump within four (4) working days from the date of Notice of Layoff, will be placed on a recall list.
- (f) Recall. Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled.

Recall rights for employees on layoff will expire two (2) years from date of last layoff.

Section 32.3: It is agreed and understood that should a competitive class employee not wish to exercise any bump permitted under Civil Service Law or fail to so exercise within four (4) working days from the date of the Notice of Layoff, such employee will be placed on a preferred list pursuant to Civil Service Law.

Section 32.4: Notice of Layoff

The County will attempt to give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York Civil Service law. If the County is unable to give the above notice, employees shall be either granted five (5) working days' notice or five (5) days' pay or an equivalent combination of both.

Section 32.5: Notice of Recall.

Notice of Recall offering reemployment shall be mailed by certified mail, return receipt requested, to the last known address of the employee and shall require his/her written acceptance to the Commissioner of Personnel within a seven (7) calendar day period from the date of such notice. If the employee refuses such

offer of reemployment or if such remains unanswered at the end of the seven (7) day period, such offer of reemployment and the employee's recall rights and privileges shall be terminated.

Section 32.6:

- (a) The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said errors to the County's attention.
- (b) Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
- (c) A laid off employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave and/or compensatory time credits restored.

**ARTICLE XXXIII
GRIEVANCES AND ARBITRATION**

Section 33.1: General

- 1. It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.
- 2. The CSEA representative shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision, all other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.
- 3. No provision in this Agreement shall be interpreted to require the CSEA to represent an employee in any stage of the grievance procedure if the CSEA considers the grievance to be without merit or in contradiction of any law or regulation.

Section 33.2: Definitions

1. **“Grievance”** shall mean any claimed violation, interpretation or inequitable application of this Agreement and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter involving any employee’s rate of compensation (except merit increment increases), retirement benefits, or any other matter which is otherwise reviewable pursuant to law.
2. **“Day”** refers to calendar day and not workday.
3. **“Work day”** shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

Section 33.3: Rights of the Parties

1. The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.
2. The President of the Erie Corrections Unit shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
3. The County, Union and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
4. The Union may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing.
5. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will entitle the grievant to proceed to the next step of the grievance procedure.

6. The grievant covered by the terms of this Agreement shall have the right, if he/she so desires, to be represented by a CSEA union representative at any step of the grievance procedure subject to the provisions contained in 33.1 (3) above.

Section 33.4: Grievance Procedure

Step 1: The employee aggrieved shall present his/her grievance in writing, on a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement or personnel rules involved, and the relief sought to the employee's department head or designee within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee the department head or designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within ten (10) days after receiving such written request. The department head or his/her designee shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

Step 2: If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed (a) that the employee may appeal the grievance within ten (10) working days of the department head's decision in Step 1 to be considered by the County Labor Relations Committee and the Union Committee. (b) That there shall be a regularly scheduled monthly meeting between the Union Committee and the County Labor Relations Committee on the first Wednesday of each month. (c) That such grievance or grievances will be submitted to the Commissioner of Labor Relations of the County by the Labor Relations Specialist of the Union at least ten (10) days before the scheduled meeting reflecting such grievances which the union desires to be considered at the meeting. (d) That the Union Committee (as above mentioned) will consist of no more than two (2) representatives of the union to be designated by the union, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County.

Section 33.5: Arbitration Procedure

1. If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within sixty (60) days of disposition.
2. The arbitrator may be selected by mutual agreement between the parties.
3. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.
4. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
5. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
6. The decision of the arbitrator shall be final and binding on both parties.

Section 33.6: Expedited Mediation/Arbitration Process

The parties agree to a pilot expedited mediation/arbitration process to be used for disciplinary warnings and minor suspensions. This will confirm the parties' agreement to expedite the grievance process by assigning mutually agreed to matters to be resolved through the procedure set forth herein (hereinafter "the Agreement"). In particular, the parties agree as follows:

1. This section applies to all suspensions, except where the policy or program is the subject of a pending grievance at the time the suspension is announced; issues of arbitrability or contractual interpretation; an administrative charge or court action.

2. Selection of Mediator/Arbitrator

- a. The parties agree that the selection of the mediator/arbitrator shall be in accordance with Article XXXIV, Section 34.4 of this agreement, **or by mutual agreement.**

3. Hearing Procedures

- a. The parties will present a minimum of two (2) cases not to exceed eight (8) hours on any scheduled day of hearing.
- b. Each case must be concluded in no more than four (4) hours. Each party will have up to one and one-half hours to present its case and cross-examine witnesses if necessary, and the Mediator/Arbitrator will have up to one (1) hour to attempt to mediate a resolution of the case. If a resolution cannot be mediated, the Mediator/Arbitrator will issue an oral award immediately at the conclusion of the mediation and reduce it to writing in summary fashion on the form attached as Attachment A.
- c. The parties will not submit briefs, but may make closing statements.
- d. There will be no transcripts of the proceedings.
- e. The resolutions reached in mediation or by any award issued by the Mediator/Arbitrator will be without prejudice or precedent in any other matter.
- f. If the Mediator/Arbitrator cannot successfully mediate the grievance, he/she must issue a bench award, and may modify the discipline imposed by the County if he/she deems it appropriate.
- g. The mediated settlement or award will be reflected on the form attached as Appendix N.

4. Scheduling Cases

- a. The parties will reserve, in advance, two (2) hearing dates per month. The number of dates reserved in advance may be modified by the parties based upon the anticipated volume of cases.

- b. The parties will jointly schedule the cases to be heard at least forty-five (45) calendar days in advance of the hearing.
- c. The Union shall have the right to substitute a case for another provided it obtains the County's written consent at least thirty (30) days in advance of the scheduled hearing date.
- d. Cases will be heard within ninety (90) days of the date the Union commences arbitration under Article XXXIV.

ARTICLE XXXIV DISCIPLINE AND DISCHARGE

The County shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the County from advancing discipline and disciplinary penalties. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The following procedures shall be utilized for disciplinary and discharge matters for misconduct, or unsatisfactory work performance for all employees.

Section 34.1: An employee covered under the terms of this Agreement shall not be disciplined or discharged except for incompetency or misconduct while performing his/her duties. Any employee who is so disciplined or discharged shall have the right to seek review of the discipline or discharge including the penalty involved by initiating an appeal in accordance with the procedure contained in this article. The employee shall be entitled to representation by CSEA at each step of the procedure contained in this article. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest on the employer.

Section 34.2: In any instance in which a representative of the Employer seeks to discipline or discharge an employee, a written notice of discipline or discharge shall be served upon the employee. The notice shall contain the reasons for the discipline or discharge including a description of the alleged acts and/or conduct and the dates, times and places such acts occurred. Said notice shall also include the penalty being imposed. A copy of the notice

shall be served concurrently upon the Corrections Unit President or his/her designee. An employee who is discharged or suspended without pay shall be allowed to waive all steps of this procedure prior to arbitration and proceed directly to final and binding arbitration. An employee shall not be disciplined or discharged for acts which occurred more than one (1) year prior to the notice of discipline or discharge unless said acts of misconduct or incompetency would constitute a crime pursuant to the Laws of the State of New York. Furthermore, the employer shall not consider any disciplinary action against the employee which occurred more than eighteen (18) months prior to the date of the discipline. An employee who is disciplined shall have the right to seek review of the disciplinary matter by initiating an appeal in accordance with the procedures set forth in Section 34.3 of this article, except in those instances where an employee has been discharged or suspended. If the employer does impose either of the latter penalties, the employee shall be allowed to begin his/her appeal of the suspension or discharge at the second step of this section (34.3). If the employee is not satisfied with the determination of the representative of the employer at the first step of the procedure set forth herein the Union may proceed to final and binding arbitration at step two of such procedure. The employee shall have ten (10) working days exclusive of the date the discipline, suspension or discharge action was effective to file a written appeal at the appropriate step of the disciplinary procedures.

Section 34.3: Procedure

Step 1. If a written appeal is filed, the Commissioner of Labor Relations shall schedule a hearing within fifteen (15) working days of the date of receipt of the written appeal. The Commissioner shall inform the affected employee and his/her Union representative in writing of the time and place the hearing is to be held. The employee and/or his/her Union representative shall be allowed to present any and all written information and oral argument concerning the proposed discipline matter. The Commissioner of Labor Relations shall provide a written decision to the employee and his/her Union representative within ten (10) working days following the close of said hearing.

Step 2. If the Union is not satisfied with the decision of the County Commissioner of Labor Relations, the Labor Relations Specialist of the Union may request arbitration within sixty (60)

working days from the date of receipt of the Step 1 decision by notifying the County Commissioner of Labor Relations that the Union is preceding to final and binding arbitration. When the Union invokes its right to arbitration, the arbitrator whose name appears on the list of arbitrators jointly selected by the Union and the Employer to hear discipline cases below the name of the arbitrator who heard the last case shall be called. If the arbitrator called to hear a case indicated he/she cannot hear the case or issue a decision within the time period specified herein, the parties shall call the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision. An arbitrator who agrees to allow his/her name to be placed on the list shall hear the discipline or discharge cases within ten (10) working days from the date he/she is called and shall render an award and decision within ten (10) working days from the date post-hearing briefs are submitted to him/her. The decision of the arbitrator shall be final and binding on all parties to the proceeding. All fees and expenses of the arbitrator shall be shared equally by the employer and the Union.

Section 34.4: Selection of panel of arbitrators.

For the purpose of this article, ten (10) arbitrators shall be selected jointly by the Union and the employer to hear discipline cases. The Union and the employer shall review the list of arbitrators annually in January and shall jointly agree upon which arbitrators shall remain on the list and any new arbitrators to be placed on the list alphabetically who shall be called to hear discipline or discharge cases beginning with the name of the first arbitrator on the list and therefore moving down the list until it is exhausted. When this occurs, the parties shall return to the name of the first arbitrator on the list and the process shall be repeated. Either party shall have the right to unilaterally remove the names of any arbitrator from this list upon thirty (30) days written notice to the other party. However, such removal shall be limited to January of each year and shall take place during the annual review as provided in this section.

Section 34.5: Duties of the arbitrator in a discipline or discharge matter.

The duty of the arbitrator shall be to determine the guilt or innocence of any employee and the appropriateness of the pro-

posed penalty. If the arbitrator finds the proposed penalty is inappropriate, he/she may devise a new remedy but shall not under any circumstances, increase the penalty sought by the employer. Disciplinary arbitrators shall not add to, subtract from, nor modify the provisions of this agreement.

Section 34.6: Basic Principles

Offer of compromise and settlement at any meeting or conference prior to arbitration shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.

Section 34.7: Service of Notice of Discipline

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the local / unit president. Service of the notice of discipline will be registered or certified mail or by personal service. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline.

ARTICLE XXXV PERSONNEL FILES

Section 35.1: The employee shall have the right to examine the contents of his/her personnel file and may be accompanied by an advisor of his/her choice. Each department head shall designate only one (1) official personnel file for each of his/her employees in which all material pertaining to discipline shall be filed.

Section 35.2: No materials will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may desire. Each document shall be initialed by the employee before being placed in his/her file as evidence of his/her having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect should be affixed to the document. Upon written request, an

employee should receive, at his/her own expense, a copy of any material in such employee's personnel file.

Section 35.3: The employee will be permitted to have included in his/her file any material which he/she feels is pertinent to his/her performance and personal qualifications including all internal reports generated in the department.

Section 35.4: Any material in the nature of a warning or reprimand which is not subject to Article 75 and 76 of the New York Civil Service Law or Article XXXIV of this agreement placed in the employee's personnel file will be subject to the grievance procedure.

Section 35.5: Derogatory material, except for employee performance evaluation and the record regarding the loss of pay due to a suspension or discharge shall be removed after a three (3) year period from the date the material was entered in the file.

ARTICLE XXXVI WAGES

The wages in effect during the terms of this Agreement for all bargaining unit employees except as provided below are set forth in Appendices B through D inclusive, which are attached hereto and made part thereof.

Section 36.1: Effective January 1, 2018 each employee covered under this contract shall receive a one full upgrade, as reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.2: Effective January 1, 2019, each employee covered under this contract shall receive an increase in pay of two (2.25%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.3: Effective January 1, 2020, each employee covered under this contract shall receive an increase in pay of two (2.50%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.4: Effective January 1, 2021, each employee covered under this contract shall receive an increase in pay of two

(2.25%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this agreement.

Section 36.5: Employees hired after 12/05/2012 shall be placed on the revised wage scale in Attachment (B).

ARTICLE XXXVII REGULAR PART-TIME EMPLOYEES

Section 37.1: Regular part-time employees who work twenty (20) or more hours per week shall be entitled to receive all benefits provided to all full-time employees covered by this agreement, but on a pro-rated basis. It is understood that such regular part-time employees will be entitled to full coverage of hospitalization and medical expenses.

ARTICLE XXXVIII TRAVEL POLICIES AND PROCEDURES

Section 38.1: Transportation Reimbursement

The mileage reimbursement rate will be that which is established by the IRS. The minimum allowance for mileage shall be three (3) dollars a day. Toll charges will be reimbursed if supported by appropriate receipts.

Section 38.2: Travel Policies

The policies and procedures covering the expense for employees conducting official County business are reflected in the Rules and Regulations issued by and on file in the Budget Office of the County of Erie as amended by the Budget Office from time to time.

ARTICLE XXXIX GENERAL PROVISIONS

Section 39.1: Call-In Pay. Whenever an employee is requested to report for work outside his/her regular schedule shift or for emergency duty, he/she will receive a minimum of three (3) hours pay.

Section 39.2: A uniform allowance of twelve hundred (\$1,200) dollars per annum will be paid to all corrections personnel on the

first payday in December yearly. Corrections Personnel shall include Correction Officers, Correction Sergeants, Correction Lieutenants, Correction Captains and ID Officers.

Additionally, all civilian bargaining unit personnel, who are required to wear a uniform, shall receive four hundred fifty (\$450) dollars per annum, payable the first payday in December yearly.

Section 39.3: Correction Officers including Sergeants, Lieutenants, Captains, and ID Officers covered by this agreement will report for work fifteen minutes prior to the commencement of their tours of duty. Employees who are so ordered and who do so report, shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such line-up time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime liability. Line-up time shall not be paid for any absences during which the employee does not report for work, nor shall it be paid if the employee does not report.

Section 39.4: Any employee who notifies the department head that he/she is considering transferring to a grant program or who may be assigned within the confines of a grant program shall be notified of his/her rights under the Civil Service Law.

Section 39.5: It is agreed and understood that for the purposes of invoking the provisions of Articles 15, 28, 29, 30 and 31, seniority shall be defined as the date of permanent appointment at the Correctional Facility for all Correction Officers in all ranks.

Section 39.6: It is understood that County owned vehicles are assigned for the efficient operation of County government. Twenty-four (24) hour a day assignment of such vehicles may be changed by management with forty-eight (48) hour notice to the employees and any such assignment shall not be considered a past practice.

Section 39.7: A joint committee of employees and management will be formed to make recommendations regarding dress standards in certain job titles or functions. However, no implementation of any dress code will occur without prior negotiations and agreement with the union.

Section 39.8: The County will not share in the cost of printing the contract and will purchase any contracts it needs on a cost per copy basis.

Section 39.9: IT IS HEREBY AGREED that the following exceptions to the normal contract language shall apply to the Erie County Correctional Facility.

A correction officer working the shift beginning at 3 PM and ending at 11 PM who works any consecutive hours overtime past midnight' shall be paid overtime at the rate of time and one-half for all such hours even if he/she has used a pre-approved personal leave day or pre-approved sick time during the work week. If this occurs on the last shift of any work week and the Officer takes the next day off, the hours in question shall still be paid at the overtime rate providing said absences is either a regularly scheduled day off or the time off has been previously approved.

Section 39.10: Worker's Compensation

1. Restoration of Sick Leave used in lieu of Workers' Compensation.

After an employee injured on the job has been awarded benefits by the New York Compensation Board and if the injured employee had used "sick leave previously accumulated" a partial restoration of such used sick leave shall be computed as follows:

Amount of W.C. Weekly indemnity repaid to the Department divided by Actual Gross Salary for same period of time x the number of sick leave used = number of days to be restored via notification from Comptroller.

In certain cases where specific injuries or special awards as made on other than the normal 2/3rds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits has been presented to the County.

The Workers Compensation Law requires an employee to be off at least ten (10) working days after the date of injury to be eligible for full benefits thereunder.

2. Any employee absents from work due to a compensable injury certified by the New York State Workers' Compensation

Board shall be granted extended sick leave under Section 17.4 if the employee meets the continuous service requirements. Upon exhausting all leave credits under Section

17.4, the County will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

3. Employees will accumulate seniority and benefits, except personal leave days while off on certified worker's compensation. Employees may use any or all accumulated sick days at the employee's option.

Section 39.11: Training

Any time an Officer is assigned to train an OJT Officer, such Officer shall receive a ten percent (10%) increased pay differential for all hours assigned to such training duty. It is understood that the determination of which officer (s) is assigned to perform such training duties shall remain the employer's sole discretion. However, the use of such discretion may not circumvent the Assignment Preference Procedure contained in Appendix C of this agreement.

Section 39.12: Security Posts and Non- Essential Posts

"In no case shall a security post be closed during such time that the department is utilizing crews for non-essential posts."

ARTICLE XL PER-DIEM EMPLOYEES

Section 40: Per-Diem Employees

It shall be permissible for the Employer to utilize Per-Diem employees to perform the same work as full-time bargaining unit employees under the following conditions:

1. The use of Per-Diem employees shall be strictly supplemental to the full-time work force, and the creation of Per-Diem positions shall never result in the elimination of full-time bargaining unit positions.
2. The Employer shall be limited to creating and filling fifteen (15) Per-Diem positions at any given point.

3. All such Per-Diem employees shall be members of the CSEA bargaining unit, and shall receive the rate of pay stipulated under the collective bargaining agreement for all hours worked.
4. Eighty percent (80%) of such Per-Diem appointees shall be on the open competitive civil service list of the title that they fulfill.
5. The Per-Diem employees' detail under this Section shall only be assigned to CSEA represented positions. The Employer shall not be allowed to utilize these negotiated Per-Diem positions across bargaining units.
6. Per-Diem employees may only be called in after all appropriate full-time bargaining unit employees have been canvassed for voluntary overtime.
7. Per-diem employees shall be called off if a full-time employee volunteer presents his or herself up to one (1) hour prior to the applicable shift.
8. Per-Diem employees shall receive their assignment after all of the full-time staff have bid their post. Per-Diem employees shall only be utilized to fill those vacant post following the full-time bids. **At no time will PER-Diem employees be allowed to fill an armed post.**

ARTICLE XLI ENTIRE MEMORANDUM OF AGREEMENT

Section 41: This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement,

even though such subject may not have been within the knowledge and contemplating of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver or any future breach of this Agreement.

ARTICLE XLII SAVINGS CLAUSE

Section 42: If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such valid portion has not originally been included herein.

ARTICLE XLIII EFFECTIVE DATE AND DURATION


Section 43: Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2018 and shall continue in full force and effect until midnight, December 31, 2021.

IN WITNESS WHEREOF, the duly sworn authorized representatives of the parties hereto have set their hand on the 14th day of June 2019.

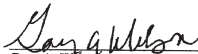
County of Erie



Mark C. Poloncarz
County Executive

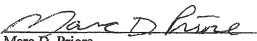


Timothy B. Howard
Sheriff

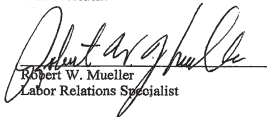


Gary A. Wilson
Commissioner of Labor Relations

CSEA

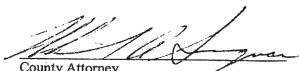


Marc D. Priore
Unit President



Robert W. Mueller
Labor Relations Specialist

Approved as to form



County Attorney
Erie County, New York

**APPENDIX A - JOB TITLES/GRADES
CORRECTION OFFICERS**

Corrections Captain	14
Corrections Lieutenant	13
Corrections Sergeant	12
Corrections Officer	11
Corrections Officer 55B	11
Corrections Officer (Spanish Speaking)	11
I.D. Officer	11

CIVILIAN STAFF

Corrections Counselor	13
Chaplain (RPT)	13
Food Service Manager	11
Assistant Food Service Manager	10
Commitment Clerk	9
Maintenance Training Supervisor*	9
Industrial Training Supervisor*	9
Industrial Training Supervisor (RPT)	9
Security Service Assistant	8
Senior Store Clerk	7
Principal Clerk	8
Payroll Clerk	7
Senior Account Clerk*	8
Account Clerk	6
Receptionist	5
Clerk Typist*	3

MEDICAL STAFF

Physician Assistant	18
Correction Facility Medical Aide (LPN)	13
Medical Records Administrator	10
Principal Clerk	8
Senior Medical Secretary	6
Medical Office Assistant	6
Medical Office Assistant (RPT)	6

***The parties recognize that these positions are not in the budget at this time.**

**Appendix “B”
Civilian Employees Hired prior to 12/05/2012
1/1/2018 - 12/31/2018**

	0	1	2	3	4	5	A	B	C	D	E
5	28721	30553	31824	33068	34337	35599	36279	36970	37658	38343	39031
	1104.64	1175.12	1224	1271.84	1320.64	1369.2	1395.36	1421.92	1448.4	1474.72	1501.2
	13.808	14.689	15.3	15.898	16.508	17.115	17.442	17.774	18.105	18.434	18.765
8	35551	37821	39959	42101	44229	46351	47451	48543	49637	50735	51836
	1367.36	1454.64	1536.88	1619.28	1701.12	1782.72	1825.04	1867.04	1909.12	1951.36	1993.68
	17.092	18.183	19.211	20.241	21.264	22.284	22.813	23.338	23.864	24.392	24.921
9	38195	40641	43037	45425	47807	50201	51397	52595	53778	54970	56164
	1469.04	1563.12	1655.28	1747.12	1838.72	1930.8	1976.8	2022.88	2068.4	2114.24	2160.16
	18.363	19.539	20.691	21.839	22.984	24.135	24.71	25.286	25.855	26.428	27.002
10	41009	43622	46234	48824	51428	54043	55355	56647	57957	59261	60565
	1577.28	1677.76	1778.24	1877.84	1978	2078.56	2129.04	2178.72	2229.12	2279.28	2329.44
	19.716	20.972	22.228	23.473	24.725	25.982	26.613	27.234	27.864	28.491	29.118

**Appendix “B”
Civilian Employees Hired prior to 12/05/2012
1/1/2019 - 12/31/2019**

	0	1	2	3	4	5	A	B	C	D	E
5	29368	31242	32540	33812	35108	36400	37095	37802	38505	39206	39909
	1129.52	1201.6	1251.52	1300.48	1350.32	1400	1426.72	1453.92	1480.96	1507.92	1534.96
	14.119	15.02	15.644	16.256	16.879	17.5	17.834	18.174	18.512	18.849	19.187
8	36352	38671	40857	43048	45223	47393	48518	49635	50754	51877	53003
	1398.16	1487.36	1571.44	1655.68	1739.36	1822.8	1866.08	1909.04	1952.08	1995.28	2038.56
	17.477	18.592	19.643	20.696	21.742	22.785	23.326	23.863	24.401	24.941	25.482
9	39054	41556	44007	46446	48882	51330	52553	53778	54989	56208	57429
	1502.08	1598.32	1692.56	1786.4	1880.08	1974.24	2021.28	2068.4	2114.96	2161.84	2208.8
	18.776	19.979	21.157	22.33	23.501	24.678	25.266	25.855	26.437	27.023	27.61
10	41933	44604	47274	49922	52584	55259	56601	57922	59261	60595	61928
	1612.8	1715.52	1818.24	1920.08	2022.48	2125.36	2176.96	2227.76	2279.28	2330.56	2381.84
	20.16	21.444	22.728	24.001	25.281	26.567	27.212	27.847	28.491	29.132	29.773

**Appendix “B”
Civilian Employees Hired prior to 12/05/2012
1/1/2020 - 12/31/2020**

	0	1	2	3	4	5	A	B	C	D	E
5	30102	32024	33353	34657	35986	37311	38022	38746	39468	40186	40907
	1157.76	1231.68	1282.8	1332.96	1384.08	1435.04	1462.4	1490.24	1518	1545.6	1573.36
	14.472	15.396	16.035	16.662	17.301	17.938	18.28	18.628	18.975	19.32	19.667
8	37261	39639	41879	44123	46355	48578	49731	50877	52023	53175	54328
	1433.12	1524.56	1610.72	1697.04	1782.88	1868.4	1912.72	1956.8	2000.88	2045.2	2089.52
	17.914	19.057	20.134	21.213	22.286	23.355	23.909	24.46	25.011	25.565	26.119
9	40030	42594	45107	47607	50105	52614	53868	55122	56364	57614	58864
	1539.6	1638.24	1734.88	1831.04	1927.12	2023.6	2071.84	2120.08	2167.84	2215.92	2264
	19.245	20.478	21.686	22.888	24.089	25.295	25.898	26.501	27.098	27.699	28.3
10	42981	45718	48456	51170	53899	56640	58015	59369	60742	62109	63475
	1653.12	1758.4	1863.68	1968.08	2073.04	2178.48	2231.36	2283.44	2336.24	2388.8	2441.36
	20.664	21.98	23.296	24.601	25.913	27.231	27.892	28.543	29.203	29.86	30.517

**Appendix “B”
Civilian Employees Hired prior to 12/05/2012
1/1/2021 - 12/31/2021**

	0	1	2	3	4	5	A	B	C	D	E
5	30780	32743	34104	35437	36795	38151	38877	39618	40356	41090	41829
	1183.84	1259.36	1311.68	1362.96	1415.2	1467.36	1495.28	1523.76	1552.16	1580.4	1608.8
	14.798	15.742	16.396	17.037	17.69	18.342	18.691	19.047	19.402	19.755	20.11
8	38099	40531	42821	45115	47397	49670	50850	52021	53194	54371	55551
	1465.36	1558.88	1646.96	1735.2	1822.96	1910.4	1955.76	2000.8	2045.92	2091.2	2136.56
	18.317	19.486	20.587	21.69	22.787	23.88	24.447	25.01	25.574	26.14	26.707
9	40930	43553	46122	48678	51232	53797	55080	56362	57633	58910	60189
	1574.24	1675.12	1773.92	1872.24	1970.48	2069.12	2118.48	2167.76	2216.64	2265.76	2314.96
	19.678	20.939	22.174	23.403	24.631	25.864	26.481	27.097	27.708	28.322	28.937
10	43948	46748	49546	52322	55112	57916	59322	60705	62109	63507	64904
	1690.32	1798	1905.6	2012.4	2119.68	2227.52	2281.6	2334.8	2388.8	2442.56	2496.32
	21.129	22.475	23.82	25.155	26.496	27.844	28.52	29.185	29.86	30.532	31.204

**Appendix “B”
Civilian Employees Hired after 12/05/2012
1/1/2018 - 12/31/2018**

	0	1	2	3	4	5	6	7	A	B	C	D	E
5	28729	29719	30711	31701	32668	33681	34672	35597	36271	36970	37667	38341	39042
	1104.96	1143.04	1181.2	1219.28	1256.48	1295.44	1333.52	1369.12	1395.04	1421.92	1448.72	1474.64	1501.6
	13.812	14.288	14.765	15.241	15.706	16.193	16.669	17.114	17.438	17.774	18.109	18.433	18.77
8	35549	37091	38632	40175	41719	43260	44803	46351	47451	48543	49637	50735	51836
	1367.28	1426.56	1485.84	1545.2	1604.56	1663.84	1723.2	1782.72	1825.04	1867.04	1909.12	1951.36	1993.68
	17.091	17.832	18.573	19.315	20.057	20.798	21.54	22.284	22.813	23.338	23.864	24.392	24.921
9	38193	39911	41625	43341	45053	46767	48483	50201	51393	52595	53780	54970	56164
	1468.96	1535.04	1600.96	1666.96	1732.8	1798.72	1864.72	1930.8	1976.64	2022.88	2068.48	2114.24	2160.16
	18.362	19.188	20.012	20.837	21.66	22.484	23.309	24.135	24.708	25.286	25.856	26.428	27.002
10	40547	41763	43016	44307	45636	47005	48415	49868	50865	51882	52920	53978	55058
	1559.50	1606.29	1654.47	1704.11	1755.23	1807.89	1862.12	1917.99	1956.35	1995.48	2035.38	2076.09	2117.61
	19.494	20.790	20.681	21.301	21.940	22.599	23.277	23.975	24.450	24.943	25.442	25.951	26.470

**Appendix “B”
Civilian Employees Hired after 12/05/2012
1/1/2019 - 12/31/2019**

	0	1	2	3	4	5	6	7	A	B	C	D	E
5	29376	30387	31402	32415	33403	34439	35452	36398	37086	37802	38513	39204	39919
	1129.84	1168.72	1207.76	1246.72	1284.72	1324.56	1363.52	1399.92	1426.4	1453.92	1481.28	1507.84	1535.36
	14.123	14.609	15.097	15.584	16.059	16.557	17.044	17.499	17.83	18.174	18.516	18.848	19.192
8	36350	37925	39501	41080	42657	44233	45812	47393	48518	49635	50754	51877	53003
	1398.08	1458.64	1519.28	1580	1640.64	1701.28	1762	1822.8	1866.08	1909.04	1952.08	1995.28	2038.56
	17.476	18.233	18.991	19.75	20.508	21.266	22.025	22.785	23.326	23.863	24.401	24.941	25.482
9	39052	40810	42561	44316	46066	47819	49573	51330	52549	53778	54991	56208	57429
	1502	1569.6	1636.96	1704.48	1771.76	1839.2	1906.64	1974.24	2021.12	2068.4	2115.04	2161.84	2208.8
	18.775	19.62	20.462	21.306	22.147	22.99	23.833	24.678	25.264	25.855	26.438	27.023	27.61
10	41459	42703	43984	45304	46663	48063	49505	50990	52010	53050	54111	55193	56297
	1594.59	1642.42	1691.7	1742.45	1794.72	1848.57	1904.02	1961.14	2000.37	2040.37	2081.18	2122.81	2165.26
	19.932	20.530	21.146	21.781	22.434	23.107	23.800	24.514	25.005	25.505	26.015	26.535	27.066

**Appendix “B”
Civilian Employees Hired after 12/05/2012
1/1/2020 - 12/31/2020**

	0	1	2	3	4	5	6	7	A	B	C	D	E
5	30110	31146	32186	33226	34237	35300	36338	37307	38014	38746	39476	40184	40918
	1158.08	1197.92	1237.92	1277.92	1316.80	1357.68	1397.60	1434.88	1462.08	1490.24	1518.32	1545.52	1573.76
	14.476	14.974	15.474	15.974	16.460	16.971	17.470	17.936	18.276	18.628	18.979	19.319	19.672
8	37259	38873	40489	42108	43724	45340	46958	48578	49731	50877	52023	53175	54328
	1433.04	1495.12	1557.28	1619.52	1681.68	1743.84	1806.08	1868.40	1912.72	1956.80	2000.88	2045.20	2089.52
	17.913	18.689	19.466	20.244	21.021	21.798	22.576	23.355	23.909	24.460	25.011	25.565	26.119
9	40028	41831	43626	45425	47218	49015	50812	52614	53864	55122	56366	57614	58864
	1539.52	1608.88	1677.92	1747.12	1816.08	1885.20	1954.32	2023.60	2071.68	2120.08	2167.92	2215.92	2264.00
	19.244	20.111	20.974	21.839	22.701	23.565	24.429	25.295	25.896	26.501	27.099	27.699	28.300
10	42495	43770	45083	46436	47829	49264	50742	52264	53309	54375	55463	56572	57704
	1634.44	1683.47	1733.97	1785.99	1839.57	1894.76	1951.60	2010.15	2050.35	2091.36	2133.19	2175.85	2219.37
	20.430	21.043	21.675	22.325	22.995	23.684	24.395	25.127	25.629	26.142	26.665	27.198	27.742

**Appendix “B”
Civilian Employees Hired after 12/05/2012
1/1/2021 - 12/31/2021**

	0	1	2	3	4	5	6	7	A	B	C	D	E
5	30788	31847	32910	33973	35006	36094	37155	38147	38869	39618	40364	41088	41839
	1184.16	1224.88	1265.76	1306.64	1346.4	1388.24	1429.04	1467.2	1494.96	1523.76	1552.48	1580.32	1609.2
	14.802	15.311	15.822	16.333	16.83	17.353	17.863	18.34	18.687	19.047	19.406	19.754	20.115
8	38097	39749	41400	43054	44708	46359	48015	49670	50850	52021	53194	54371	55551
	1465.28	1528.8	1592.32	1655.92	1719.52	1783.04	1846.72	1910.4	1955.76	2000.8	2045.92	2091.2	2136.56
	18.316	19.11	19.904	20.699	21.494	22.288	23.084	23.88	24.447	25.01	25.574	26.14	26.707
9	40928	42771	44608	46446	48281	50118	51956	53797	55076	56362	57635	58910	60189
	1574.16	1645.04	1715.68	1786.4	1856.96	1927.6	1998.32	2069.12	2118.32	2167.76	2216.72	2265.76	2314.96
	19.677	20.563	21.446	22.33	23.212	24.095	24.979	25.864	26.479	27.097	27.709	28.322	28.937
10	43451	44755	46097	47480	48904	50372	51883	53439	54508	55598	56710	57844	59001
	1671.19	1721.33	1772.97	1826.16	1880.94	1937.37	1995.49	2055.36	2096.46	2138.39	2181.16	2224.78	2269.28
	20.890	21.517	22.162	22.827	23.512	24.217	24.944	25.692	26.206	26.730	27.264	27.810	28.366

Appendix “B”
Correction Officers Hired prior to 12/05/2012
1/1/2018 - 12/31/2018

	0	1	2	3	4	5	A	B	C	D	E
10	41956	44628	47299	49960	52614	55295	56630	57957	59292	60632	61963
	1613.68	1716.48	1819.2	1921.52	2023.6	2126.72	2178.08	2229.12	2280.48	2332	2383.2
	20.171	21.456	22.74	24.019	25.295	26.584	27.226	27.864	28.506	29.15	29.79
11	46369	49325	52196	55097	57965	60850	62296	63731	65166	66614	68058
	1783.44	1897.12	2007.52	2119.12	2229.44	2340.4	2396	2451.2	2506.4	2562.08	2617.6
	22.293	23.714	25.094	26.489	27.868	29.255	29.95	30.64	31.33	32.026	32.72
12	49693	52865	56060	59261	62444	65634	67240	68827	70427	72026	73628
	1911.28	2033.28	2156.16	2279.28	2401.68	2524.4	2586.16	2647.2	2708.72	2770.24	2831.84
	23.891	25.416	26.952	28.491	30.021	31.555	32.327	33.09	33.859	34.628	35.398
13	54392	57857	61350	64863	68365	71847	73605	75363	77122	78884	80642
	2092	2225.28	2359.6	2494.72	2629.44	2763.36	2830.96	2898.56	2966.24	3034	3101.6
	26.15	27.816	29.495	31.184	32.868	34.542	35.387	36.232	37.078	37.925	38.77
14	59532	63324	67149	70992	74826	78636	80560	82484	84411	86339	88263
	2289.68	2435.52	2582.64	2730.48	2877.92	3024.48	3098.48	3172.48	3246.56	3320.72	3394.72
	28.621	30.444	32.283	34.131	35.974	37.806	38.731	39.656	40.582	41.509	42.434

Appendix "B"
Correction Officers Hired prior to 12/05/2012
1/1/2019 - 12/31/2019

	0	1	2	3	4	5	A	B	C	D	E
10	42900	45633	48364	51083	53797	56539	57905	59261	60626	61996	63357
	1650	1755.12	1860.16	1964.72	2069.12	2174.56	2227.12	2279.28	2331.76	2384.48	2436.8
	20.625	21.939	23.252	24.559	25.864	27.182	27.839	28.491	29.147	29.806	30.46
11	47414	50436	53371	56337	59270	62219	63698	65164	66633	68114	69588
	1823.6	1939.84	2052.72	2166.8	2279.6	2393.04	2449.92	2506.32	2562.8	2619.76	2676.48
	22.795	24.248	25.659	27.085	28.495	29.913	30.624	31.329	32.035	32.747	33.456
12	50812	54055	57321	60595	63848	67111	68752	70377	72012	73647	75284
	1954.32	2079.04	2204.64	2330.56	2455.68	2581.2	2644.32	2706.8	2769.68	2832.56	2895.52
	24.429	25.988	27.558	29.132	30.696	32.265	33.054	33.835	34.621	35.407	36.194
13	55615	59159	62731	66323	69905	73464	75261	77058	78857	80658	82455
	2139.04	2275.36	2412.72	2550.88	2688.64	2825.52	2894.64	2963.76	3032.96	3102.24	3171.36
	26.738	28.442	30.159	31.886	33.608	35.319	36.183	37.047	37.912	38.778	39.642
14	60871	64748	68659	72590	76509	80407	82372	84340	86310	88281	90249
	2341.2	2490.32	2640.72	2791.92	2942.64	3092.56	3168.16	3243.84	3319.6	3395.44	3471.12
	29.265	31.129	33.009	34.899	36.783	38.657	39.602	40.548	41.495	42.443	43.389

**Appendix “B”
Correction Officers Hired prior to 12/05/2012
1/1/2020 - 12/31/2020**

	0	1	2	3	4	5	A	B	C	D	E
10	43973	46773	49573	52360	55143	57953	59353	60742	62142	63546	64942
	1691.28	1798.96	1906.64	2013.84	2120.88	2228.96	2282.8	2336.24	2390.08	2444.08	2497.76
	21.141	22.487	23.833	25.173	26.511	27.862	28.535	29.203	29.876	30.551	31.222
11	48599	51696	54704	57745	60751	63775	65291	66793	68299	69817	71327
	1869.2	1988.32	2104	2220.96	2336.56	2452.88	2511.2	2568.96	2626.88	2685.28	2743.36
	23.365	24.854	26.3	27.762	29.207	30.661	31.39	32.112	32.836	33.566	34.292
12	52083	55407	58754	62109	65443	68790	70470	72136	73813	75487	77166
	2003.2	2131.04	2259.76	2388.8	2517.04	2645.76	2710.4	2774.48	2838.96	2903.36	2967.92
	25.04	26.638	28.247	29.86	31.463	33.072	33.88	34.681	35.487	36.292	37.099
13	57004	60638	64299	67981	71652	75300	77143	78984	80829	82674	84517
	2192.48	2332.24	2473.04	2614.64	2755.84	2896.16	2967.04	3037.84	3108.8	3179.76	3250.64
	27.406	29.153	30.913	32.683	34.448	36.202	37.088	37.973	38.86	39.747	40.633
14	62394	66367	70375	74404	78422	82416	84431	86449	88467	90488	92506
	2399.76	2552.56	2706.72	2861.68	3016.24	3169.84	3247.36	3324.96	3402.56	3480.32	3557.92
	29.997	31.907	33.834	35.771	37.703	39.623	40.592	41.562	42.532	43.504	44.474

**Appendix “B”
Correction Officers Hired prior to 12/05/2012
1/1/2021 - 12/31/2021**

	0	1	2	3	4	5	A	B	C	D	E
10	44963	47825	50688	53537	56383	59257	60688	62109	63540	64975	66402
	1729.36	1839.44	1949.52	2059.12	2168.56	2279.12	2334.16	2388.8	2443.84	2499.04	2553.92
	21.617	22.993	24.369	25.739	27.107	28.489	29.177	29.86	30.548	31.238	31.924
11	49693	52859	55935	59045	62117	65210	66760	68297	69836	71388	72933
	1911.28	2033.04	2151.36	2270.96	2389.12	2508.08	2567.68	2626.8	2686	2745.68	2805.12
	23.891	25.413	26.892	28.387	29.864	31.351	32.096	32.835	33.575	34.321	35.064
12	53254	56653	60077	63507	66916	70337	72055	73759	75473	77187	78903
	2048.24	2178.96	2310.64	2442.56	2573.68	2705.28	2771.36	2836.88	2902.8	2968.72	3034.72
	25.603	27.237	28.883	30.532	32.171	33.816	34.642	35.461	36.285	37.109	37.934
13	58288	62003	65747	69509	73264	76995	78878	80760	82647	84533	86418
	2241.84	2384.72	2528.72	2673.44	2817.84	2961.36	3033.76	3106.16	3178.72	3251.28	3323.76
	28.023	29.809	31.609	33.418	35.223	37.017	37.922	38.827	39.734	40.641	41.547
14	63798	67860	71958	76078	80186	84271	86330	88394	90457	92525	94588
	2453.76	2610	2767.6	2926.08	3084.08	3241.2	3320.4	3399.76	3479.12	3558.64	3638
	30.672	32.625	34.595	36.576	38.551	40.515	41.505	42.497	43.489	44.483	45.475

**Appendix “B”
Correction Officers Hired after 12/05/2012
1/1/2018 - 12/31/2018**

	0	1	2	3	4	5	6	7	A	B	C	D	E
10	41956	43857	45764	47669	49573	51478	53383	55295	56630	57957	59292	60632	61963
	1613.68	1686.8	1760.16	1833.44	1906.64	1979.92	2053.2	2126.72	2178.08	2229.12	2280.48	2332	2383.2
	20.171	21.085	22.002	22.918	23.833	24.749	25.665	26.584	27.226	27.864	28.506	29.15	29.79
11	46369	48439	50509	52574	54642	56713	58781	60850	62296	63731	65166	66614	68058
	1783.44	1863.04	1942.64	2022.08	2101.6	2181.28	2260.8	2340.4	2396	2451.2	2506.4	2562.08	2617.6
	22.293	23.288	24.283	25.276	26.27	27.266	28.26	29.255	29.95	30.64	31.33	32.026	32.72
12	49693	51973	54248	56524	58800	61077	63355	65634	67240	68827	70427	72026	73628
	1911.28	1998.96	2086.48	2174	2261.52	2349.12	2436.72	2524.4	2586.16	2647.2	2708.72	2770.24	2831.84
	23.891	24.987	26.081	27.175	28.269	29.364	30.459	31.555	32.327	33.09	33.859	34.628	35.398
13	54392	56884	59380	61874	64368	66862	69353	71847	73605	75363	77122	78884	80642
	2092	2187.84	2283.84	2379.76	2475.68	2571.6	2667.44	2763.36	2830.96	2898.56	2966.24	3034	3101.6
	26.15	27.348	28.548	29.747	30.946	32.145	33.343	34.542	35.387	36.232	37.078	37.925	38.77
14	59532	62261	63898	67721	70452	73181	75908	78636	80560	82484	84411	86339	88263
	2289.68	2394.64	2457.6	2604.64	2709.68	2814.64	2919.52	3024.48	3098.48	3172.48	3246.56	3320.72	3394.72
	28.621	29.933	30.72	32.558	33.871	35.183	36.494	37.806	38.731	39.656	40.582	41.509	42.434

Appendix "B"
Correction Officers Hired after 12/05/2012
1/1/2019 - 12/31/2019

	0	1	2	3	4	5	6	7	A	B	C	D	E
10	42900	44843	46794	48743	50688	52636	54583	56539	57905	59261	60626	61996	63357
	1650	1724.72	1799.76	1874.72	1949.52	2024.48	2099.36	2174.56	2227.12	2279.28	2331.76	2384.48	2436.8
	20.625	21.559	22.497	23.434	24.369	25.306	26.242	27.182	27.839	28.491	29.147	29.806	30.46
11	47414	49529	51644	53758	55871	57988	60104	62219	63698	65164	66633	68114	69588
	1823.6	1904.96	1986.32	2067.6	2148.88	2230.32	2311.68	2393.04	2449.92	2506.32	2562.8	2619.76	2676.48
	22.795	23.812	24.829	25.845	26.861	27.879	28.896	29.913	30.624	31.329	32.035	32.747	33.456
12	50812	53142	55469	57795	60122	62452	64780	67111	68752	70377	72012	73647	75284
	1954.32	2043.92	2133.44	2222.88	2312.4	2402	2491.52	2581.2	2644.32	2706.8	2769.68	2832.56	2895.52
	24.429	25.549	26.668	27.786	28.905	30.025	31.144	32.265	33.054	33.835	34.621	35.407	36.194
13	55615	58163	60715	63265	65815	68365	70913	73464	75261	77058	78857	80658	82455
	2139.04	2237.04	2335.2	2433.28	2531.36	2629.44	2727.44	2825.52	2894.64	2963.76	3032.96	3102.24	3171.36
	26.738	27.963	29.19	30.416	31.642	32.868	34.093	35.319	36.183	37.047	37.912	38.778	39.642
14	60871	63660	65335	69245	72037	74828	77615	80407	82372	84340	86310	88281	90249
	2341.2	2448.48	2512.88	2663.28	2770.64	2878	2985.2	3092.56	3168.16	3243.84	3319.6	3395.44	3471.12
	29.265	30.606	31.411	33.291	34.633	35.975	37.315	38.657	39.602	40.548	41.495	42.443	43.389

**Appendix “B”
Correction Officers Hired after 12/05/2012
1/1/2020 - 12/31/2020**

	0	1	2	3	4	5	6	7	A	B	C	D	E
10	43973	45964	47963	49962	51954	53953	55948	57953	59353	60742	62142	63546	64942
	1691.28	1767.84	1844.72	1921.6	1998.24	2075.12	2151.84	2228.96	2282.8	2336.24	2390.08	2444.08	2497.76
	21.141	22.098	23.059	24.02	24.978	25.939	26.898	27.862	28.535	29.203	29.876	30.551	31.222
11	48599	50767	52936	55101	57269	59438	61605	63775	65291	66793	68299	69817	71327
	1869.2	1952.56	2036	2119.28	2202.64	2286.08	2369.44	2452.88	2511.2	2568.96	2626.88	2685.28	2743.36
	23.365	24.407	25.45	26.491	27.533	28.576	29.618	30.661	31.39	32.112	32.836	33.566	34.292
12	52083	54471	56857	59240	61626	64014	66400	68790	70470	72136	73813	75487	77166
	2003.2	2095.04	2186.8	2278.48	2370.24	2462.08	2553.84	2645.76	2710.4	2774.48	2838.96	2903.36	2967.92
	25.04	26.188	27.335	28.481	29.628	30.776	31.923	33.072	33.88	34.681	35.487	36.292	37.099
13	57004	59617	62234	64846	67461	70075	72686	75300	77143	78984	80829	82674	84517
	2192.48	2292.96	2393.6	2494.08	2594.64	2695.2	2795.6	2896.16	2967.04	3037.84	3108.8	3179.76	3250.64
	27.406	28.662	29.92	31.176	32.433	33.69	34.945	36.202	37.088	37.973	38.86	39.747	40.633
14	62394	65252	66968	70976	73838	76698	79556	82416	84431	86449	88467	90488	92506
	2399.76	2509.68	2575.68	2729.84	2839.92	2949.92	3059.84	3169.84	3247.36	3324.96	3402.56	3480.32	3557.92
	29.997	31.371	32.196	34.123	35.499	36.874	38.248	39.623	40.592	41.562	42.532	43.504	44.474

Appendix "B"
Correction Officers Hired after 12/05/2012
1/1/2021 - 12/31/2021

	0	1	2	3	4	5	6	7	A	B	C	D	E
10	44963	46998	49042	51085	53123	55168	57206	59257	60688	62109	63540	64975	66402
	1729.36	1807.6	1886.24	1964.8	2043.2	2121.84	2200.24	2279.12	2334.16	2388.8	2443.84	2499.04	2553.92
	21.617	22.595	23.578	24.56	25.54	26.523	27.503	28.489	29.177	29.86	30.548	31.238	31.924
11	49693	51908	54128	56341	58556	60776	62991	65210	66760	68297	69836	71388	72933
	1911.28	1996.48	2081.84	2166.96	2252.16	2337.52	2422.72	2508.08	2567.68	2626.8	2686	2745.68	2805.12
	23.891	24.956	26.023	27.087	28.152	29.219	30.284	31.351	32.096	32.835	33.575	34.321	35.064
12	53254	55696	58136	60574	63014	65453	67893	70337	72055	73759	75473	77187	78903
	2048.24	2142.16	2236	2329.76	2423.6	2517.44	2611.28	2705.28	2771.36	2836.88	2902.8	2968.72	3034.72
	25.603	26.777	27.95	29.122	30.295	31.468	32.641	33.816	34.642	35.461	36.285	37.109	37.934
13	58288	60959	63633	66304	68979	71652	74320	76995	78878	80760	82647	84533	86418
	2241.84	2344.56	2447.44	2550.16	2653.04	2755.84	2858.48	2961.36	3033.76	3106.16	3178.72	3251.28	3323.76
	28.023	29.307	30.593	31.877	33.163	34.448	35.731	37.017	37.922	38.827	39.734	40.641	41.547
14	63798	66720	68474	72573	75500	78424	81347	84271	86330	88394	90457	92525	94588
	2453.76	2566.16	2633.6	2791.28	2903.84	3016.32	3128.72	3241.2	3320.4	3399.76	3479.12	3558.64	3638
	30.672	32.077	32.92	34.891	36.298	37.704	39.109	40.515	41.505	42.497	43.489	44.483	45.475

**Appendix “B”
Medical Services Employees
1/1/2018 - 12/31/2018**

	0	1	2	3	4	5	6	7	A	B	C	D	E
05	28729 1104.96 13.812	29719 1143.04 14.288	30711 1181.20 14.765	31701 1219.28 15.241	32668 1256.48 15.706	33681 1295.44 16.193	34672 1333.52 16.669	35597 1369.12 17.114	36271 1395.04 17.438	36970 1421.92 17.774	37667 1448.72 18.109	38341 1474.64 18.433	39042 1501.60 18.770
06	30884 1187.84 14.848	31940 1228.48 15.356	33014 1269.76 15.872	34079 1310.72 16.384	35119 1350.72 16.884	36207 1392.56 17.407	37269 1433.44 17.918	38266 1471.76 18.397	38992 1499.68 18.746	39743 1528.56 19.107	40491 1557.36 19.467	41215 1585.2 19.815	41970 1614.24 20.178
08	35549 1367.28 17.091	37091 1426.56 17.832	38632 1485.84 18.573	40175 1545.2 19.315	41719 1604.56 20.057	43260 1663.84 20.798	44803 1723.2 21.54	46351 1782.72 22.284	47451 1825.04 22.813	48543 1867.04 23.338	49637 1909.12 23.864	50735 1951.36 24.392	51836 1993.68 24.921
09	38193 1468.96 18.362	39911 1535.04 19.188	41625 1600.96 20.012	43341 1666.96 20.837	45053 1732.80 21.660	46767 1798.72 22.484	48483 1864.72 23.309	50201 1930.80 24.135	51393 1976.64 24.708	52595 2022.88 25.286	53780 2068.48 25.856	54970 2114.24 26.428	56164 2160.16 27.002
10	40547 1559.50 19.494	41763 1606.29 20.079	43016 1654.47 20.681	44307 1704.11 21.301	45636 1755.23 21.940	47005 1807.89 22.599	48415 1862.12 23.277	49868 1917.99 23.975	50865 1956.35 24.454	51882 1995.48 24.943	52920 2035.38 25.442	53978 2076.09 25.951	55058 2117.61 26.470
13	49103 1888.56 23.607	50737 1951.44 24.393	52374 2014.4 25.18	54009 2077.28 25.966	55650 2140.4 26.755	57285 2203.28 27.541	58920 2266.16 28.327	60559 2329.2 29.115	62192 2392 29.9	63833 2455.12 30.689	65470 2518.08 31.476	67105 2580.96 32.262	68744 2644 33.05
18	89182 3430.08 42.876	93346 3590.24 44.878	97512 3750.48 46.881	101677 3910.64 48.883	105843 4070.88 50.886	110007 4231.04 52.888	114173 4391.28 54.891	118236 4547.52 56.844	121175 4660.56 58.257	124084 4772.48 59.656	127019 4885.36 61.067	129931 4997.36 62.467	132868 5110.32 63.879

**Appendix “B”
Medical Services Employees
1/1/2019 - 12/31/2019**

	0	1	2	3	4	5	6	7	A	B	C	D	E
05	29376 1129.84 14.123	30387 1168.72 14.609	31402 1207.76 15.097	32415 1246.72 15.584	33403 1284.72 16.059	34439 1324.56 16.557	35452 1363.52 17.044	36398 1399.92 17.499	37086 1426.4 17.83	37802 1453.92 18.174	38513 1481.28 18.516	39204 1507.84 18.848	39919 1535.36 19.192
06	31579 1214.56 15.182	32660 1256.16 15.702	33756 1298.32 16.229	34846 1340.24 16.753	35909 1381.12 17.264	37022 1423.92 17.799	38108 1465.68 18.321	39127 1504.88 18.811	39869 1533.44 19.168	40637 1562.96 19.537	41402 1592.4 19.905	42143 1620.88 20.261	42915 1650.56 20.632
08	36350 1398.08 17.476	37925 1458.64 18.233	39501 1519.28 18.991	41080 1580 19.75	42657 1640.64 20.508	44233 1701.28 21.266	45812 1762 22.025	47393 1822.8 22.785	48518 1866.08 23.326	49635 1909.04 23.863	50754 1952.08 24.401	51877 1995.28 24.941	53003 2038.56 25.482
09	39052 1502 18.775	40810 1569.6 19.62	42561 1636.96 20.462	44316 1704.48 21.306	46066 1771.76 22.147	47819 1839.2 22.99	49573 1906.64 23.833	51330 1974.24 24.678	52549 2021.12 25.264	53778 2068.4 25.855	54991 2115.04 26.438	56208 2161.84 27.023	57429 2208.8 27.61
10	41459 1594.58 19.93	42703 1642.41 20.53	43984 1691.69 21.15	45303 1742.44 21.78	46662 1794.71 22.43	48062 1848.55 23.11	49504 1904.01 23.80	50989 1961.13 24.51	52009 2000.35 25.00	53049 2040.36 25.50	54110 2081.17 26.01	55193 2122.79 26.53	56296 2165.24 27.07
13	50207 1931.04 24.138	51879 1995.36 24.942	53554 2059.76 25.747	55224 2124 26.55	56903 2188.56 27.357	58575 2252.88 28.161	60245 2317.12 28.964	61922 2381.6 29.77	63592 2445.84 30.573	65270 2510.4 31.38	66943 2574.72 32.184	68615 2639.04 32.988	70292 2703.52 33.794
18	91189 3507.28 43.841	95447 3671.04 45.888	99707 3834.88 47.936	103965 3998.64 49.983	108224 4162.48 52.031	112482 4326.24 54.078	116742 4490.08 56.126	120896 4649.84 58.123	123901 4765.44 59.568	126876 4879.84 60.998	129877 4995.28 62.441	132856 5109.84 63.873	135857 5225.28 65.316

**Appendix “B”
Medical Services Employees
1/1/2020 - 12/31/2020**

	0	1	2	3	4	5	6	7	A	B	C	D	E
05	30110 1158.08 14.476	31146 1197.92 14.974	32186 1237.92 15.474	33226 1277.92 15.974	34237 1316.8 16.46	35300 1357.68 16.971	36338 1397.6 17.47	37307 1434.88 17.936	38014 1462.08 18.276	38746 1490.24 18.628	39476 1518.32 18.979	40184 1545.52 19.319	40918 1573.76 19.672
06	32369 1244.96 15.562	33478 1287.6 16.095	34601 1330.8 16.635	35718 1373.76 17.172	36808 1415.68 17.696	37948 1459.52 18.244	39060 1502.32 18.779	40104 1542.48 19.281	40866 1571.76 19.647	41652 1602 20.025	42438 1632.24 20.403	43197 1661.44 20.768	43988 1691.84 21.148
08	37259 1433.04 17.913	38873 1495.12 18.689	40489 1557.28 19.466	42108 1619.52 20.244	43724 1681.68 21.021	45340 1743.84 21.798	46958 1806.08 22.576	48578 1868.4 23.355	49731 1912.72 23.909	50877 1956.8 24.46	52023 2000.88 25.011	53175 2045.2 25.565	54328 2089.52 26.119
09	40028 1539.52 19.244	41831 1608.88 20.111	43626 1677.92 20.974	45425 1747.12 21.839	47218 1816.08 22.701	49015 1885.2 23.565	50812 1954.32 24.429	52614 2023.6 25.295	53864 2071.68 25.896	55122 2120.08 26.501	56366 2167.92 27.099	57614 2215.92 27.699	58864 2264 28.3
10	42495 1634.42 20.43	43770 1683.46 21.04	45083 1733.96 21.67	46435 1785.98 22.32	47828 1839.56 22.99	49263 1894.74 23.68	50741 1951.59 24.39	52263 2010.13 25.13	53309 2050.34 25.63	54375 2091.34 26.14	55462 2133.17 26.66	56572 2175.83 27.20	57703 2219.35 27.74
13	51461 1979.28 24.741	53177 2045.28 25.566	54893 2111.28 26.391	56605 2177.12 27.214	58325 2243.28 28.041	60039 2309.2 28.865	61751 2375.04 29.688	63469 2441.12 30.514	65181 2506.96 31.337	66903 2573.2 32.165	68617 2639.12 32.989	70331 2705.04 33.813	72049 2771.12 34.639
18	93469 3594.96 44.937	97833 3762.8 47.035	102199 3930.72 49.134	106565 4098.64 51.233	110931 4266.56 53.332	115294 4434.4 55.43	119660 4602.32 57.529	123918 4766.08 59.576	126999 4884.56 61.057	130048 5001.84 62.523	133124 5120.16 64.002	136178 5237.6 65.47	139254 5355.92 66.949

**Appendix “B”
Medical Services Employees
1/1/2021 - 12/31/2021**

	0	1	2	3	4	5	6	7	A	B	C	D	E
05	30788 1184.16 14.802	31847 1224.88 15.311	32910 1265.76 15.822	33973 1306.64 16.333	35006 1346.4 16.83	36094 1388.24 17.353	37155 1429.04 17.863	38147 1467.2 18.34	38869 1494.96 18.687	39618 1523.76 19.047	40364 1552.48 19.406	41088 1580.32 19.754	41839 1609.2 20.115
06	33097 1272.96 15.912	34231 1316.56 16.457	35379 1360.72 17.009	36521 1404.64 17.558	37636 1447.52 18.094	38800 1492.32 18.654	39940 1536.16 19.202	41007 1577.2 19.715	41785 1607.12 20.089	42590 1638.08 20.476	43393 1668.96 20.862	44169 1698.8 21.235	44978 1729.92 21.624
08	38097 1465.28 18.316	39749 1528.8 19.11	41400 1592.32 19.904	43054 1655.92 20.699	44708 1719.52 21.494	46359 1783.04 22.288	48015 1846.72 23.084	49670 1910.4 23.88	50850 1955.76 24.447	52021 2000.8 25.01	53194 2045.92 25.574	54371 2091.2 26.14	55551 2136.56 26.707
09	40928 1574.16 19.68	42771 1645.04 20.56	44608 1715.68 21.45	46446 1786.4 22.33	48281 1856.96 23.21	50118 1927.6 24.10	51956 1998.32 24.98	53797 2069.12 25.86	55076 2118.32 26.48	56362 2167.76 27.10	57635 2216.72 27.71	58910 2265.76 28.32	60189 2314.96 28.94
10	43451 1671.19 20.890	44755 1721.33 21.517	46097 1772.97 22.162	47480 1826.16 22.827	48904 1880.94 23.512	50372 1937.37 24.217	51883 1995.49 24.944	53439 2055.36 25.692	54508 2096.46 26.206	55598 2138.39 26.730	56710 2181.16 27.264	57844 2224.78 27.810	59001 2269.28 28.366
13	52620 2023.84 25.298	54373 2091.28 26.141	56129 2158.8 26.985	57878 2226.08 27.826	59638 2293.76 28.672	61389 2361.12 29.514	63140 2428.48 30.356	64898 2496.08 31.201	66647 2563.36 32.042	68409 2631.12 32.889	70160 2698.48 33.731	71914 2765.92 34.574	73669 2833.44 35.418
18	95572 3675.84 45.948	100033 3847.44 48.093	104499 4019.2 50.24	108963 4190.88 52.386	113427 4362.56 54.532	117888 4534.16 56.677	122352 4705.84 58.823	126705 4873.28 60.916	129856 4994.48 62.431	132974 5114.4 63.93	136119 5235.36 65.442	139241 5355.44 66.943	142386 5476.4 68.455

APPENDIX C

Assignment Preference

Policy

To recognize an employee's length of service and to minimize the perception that the duty assignments are made with malice or in an arbitrary or capricious manner, staff will be permitted to select preferred duty assignments on the basis of seniority.

References

Collective Bargaining Agreement by and between the County of Erie and C.S.E.A. Local 815, Section XXVIII, XXIX, XXX.

Definitions

Management's Rights

Management will retain its rights to assign, deploy and utilize staff in any manner deemed appropriate in any emergency situation, during extreme or critical staffing shortages, during periods of "in-service" training. Management will retain its rights to periodically review the overall use of staff and to add or delete duty assignments as necessary to ensure compliance with mandated standards, to conform to the county budget constraints and to ensure that the safety, security and good order of the facility is maintained. Management will retain its rights to temporarily, reassign or reschedule staff on a limited basis to provide training or staff participation in county or facility sponsored projects.

Management will retain its rights to determine the responsibilities and work to be performed in any duty assignment.

Seniority

Seniority for Assignment Preference shall be the length of an employee in the position of Correction Officer.

Procedure

1) Assignment by Management's Rights

The Superintendent shall reserve the right to select and assign personnel to the following duty assignments;

- A) Library*0700 shift
- B) Commissary*0700 shift
- C) Security Assistant.....0700 shift
- D) Intake.....All shifts all posts
- E) Operations**All shifts
- F) Medical Security 1All shifts
- G) Medical Security 2All Shifts

*Subject to future review if assignment becomes vacant.

** Relief will be filled by the most senior qualified Officer.

2) Implementation of Procedure

- A) The canvas and assignment selection shall be completed and scheduling implemented and placed in force as soon as possible.
- B) Assignment Preference procedure shall be conducted two (2) times every year.
 - a) Canvas and selection- April 01- April 15
 - b) Implementation- May 01
 - c) Canvas and Selection- October 01- October 15
 - d) Implementation- November 01

The approximate 2 week period between canvas and selection and the implementation of assignment preference will be utilized by Watch

Commanders to prepare new scheduling.

3) Assignment Designations

A) Primary Assignments

Housing areas will be designated Primary Assignments. These are five (5) days assignments. Officers selecting Housing Unit Assignment Preference will sign for and be scheduled to work the selected assignment for their scheduled five

(5) day work week. Additionally, Medical Security Assignment shall be designated as a Primary Assignment, and be subject to the same five (5) day assignment designation.

B) All Other Assignments

The Hospital Post(s) will be bid from the “extra” pool on the basis of seniority. The current “weapons practice” will apply.

Tool security will be bid from the “extra pool” on the basis of seniority.

All other duty assignments allocated to the shift may be selected by assigned staff preference on a day to day basis.

C) Shift Extra Pool

Officers who do not wish to select specific assignments during the procedure will be placed in an “Extra Pool” and will be assigned to available assignments on a daily basis, based on their seniority rank among all personnel assigned to that pool.

4) Selection of Preferred Assignments (Procedures)

A) The Watch Commander for each shift will be provided with a list of all shift assignments. The list will be subdivided into seven (7) columns, one for each day of the week.

B) The canvas and selection will begin with the most senior Officer assigned to the shift and continue in seniority order until the procedure is completed.

C) Upon presentation of the selection list, the concerned Officer will review the available assignments and select preferred assignments by signing the sheet on the appropriate line, next to the desired assignment and in the appropriate column for the day of the week.

a) Step one (1) of this procedure will be the selection of Primary (Housing Unit) Assignments. All Primary (Housing Unit) Assignments must be filled. If these assignments are not selected

by interested personnel, the Watch Commander will fill the assignments utilizing the required number of junior Officers. The affected Officers will be so advised of this situation and this group will select assignment from the remaining unfilled Primary (Housing Unit) Assignments in seniority order. These assignments will be five (5) day assignments based on the concerned Officer's RDO schedule.

- b) Step two (2) of this procedure will be the selection of any remaining Housing Relief Assignments and all other Post Assignments on the shift. Interested personnel who have not selected an assignment in step one (1) may select preferred relief assignments and other security assignments by entering their name in the appropriate line for assignment and day of week.

- D) At the completion of the canvas and selection procedure, all assignment selections shall be considered as final and in force for the next six (6) month Assignment Preference period. Personnel will not be permitted to exchange (swap) assignments during the Assignment Preference Period.

5) Shift Preference

In the event vacancies occur on a shift and a Shift Preference Bidding Procedure can be implemented, all eligible personnel will be permitted to participate if they so desire.

Officers changing shifts will be placed in the "Extra Pool" of the new shift for the remainder of the Assignment Preference Period. Assignments vacated by Officers changing shifts will be filled from the "Extra Pool" for the remainder of the Assignment Preference Period.

6) Conditions/Responsibilities for Participation

A maximum of fifteen (15) days has been allocated for the completion of shift canvas and selection of assignments. Due to this time constraint there are certain conditions and responsibilities which must be adhered to:

A) Personnel on Vacation or Comp Time

Personnel who are scheduled for vacation or for use of comp. time when the canvas and selection is scheduled will be responsible for contacting their supervisors to make their Assignment preference selection during the procedure.

Every effort will be made to reasonably determine when an Officer may be reached on the shift canvas and must contact the facility to make their selection under these conditions.

B) Personnel on Leave without Pay, Extended Sick Leave or 207-C Status

Extended Sick Leave is defined as Per CSEA CBA Section 17.4.

Personnel on Leave without Pay, Extended Sick Leave or 207-C when reached during the shift canvas will be bypassed and placed in the shift “Extra Pool” and will be assigned to that personnel pool for the duration of the assignment preference period in effect.

Personnel, who refuse to participate, do not wish to participate or who fail to contact the facility to make Assignment Preference selection will be placed in the shift “Extra Pool” and will be assigned from that personnel pool for the duration of the Assignment Preference period in effect.

7) Removal from Assignment Preference

A) Removal from a selected preferred assignment shall be the decision of the Watch Commander; such decision shall not be arbitrary or capricious and is subject to the grievance procedure.

B) In the event an Officer is removed from a selected Preferred Assignment, the Officer will:

a) Be placed in the “Extra Pool” on the assigned shift for the remainder of the Assignment Preference period.

b) Be permitted to participate in the next Assignment Preference procedure and select any avail-

able assignment with the exception of the assignment from which removed. Such restriction shall be limited to the next selection period only.

C) Voluntary Removal

At any time during as Assignment Preference period, an Officer upon explanation may request to be removed from a selected preferred assignment. If the request is approved by the Watch Commander, the Officer will be placed in the “Extra Pool” on the shift for the remainder of the period.

8) Exchange of Shifts/Exchange of Days Off

Personnel exchanging shifts or days off will work the assignment of the personnel they have exchanged with.

9) Overtime

For the purposes of this procedure, there will be two (2) types of overtime coverage considered:

A) Over 8 hours in any work day

Personnel working more than eight (8) hours in any work day will be placed at the top of the “Extra Pool” list on the day and shift in question and be the first to select an available assignment. If more than one Office is working overtime, seniority will be used to establish the selection order.

“Super seniority” status for assignment preference is reserved for personnel actually working 8 continuous hours or more. Use of any accrued time or leave time during a work shift will not be considered as “time worked” for the purpose of determining eligibility for “super seniority” status.

B) Working Regularly Scheduled Day Off

Personnel working their regularly scheduled day off will be placed on the shift “Extra Pool” in seniority order and select from available assignments in that order. Regularly scheduled personnel will not be displaced from selected preferred assignments when personnel are working overtime on scheduled days off.

10) Personnel who select preferred assignments which may not have full shift duty responsibilities will do so with the understanding that upon completion of assignment they will become “extra”. Watch Commanders may use such personnel to provide early relief for other staff, to cover emergencies, to cover any duty deemed appropriate and necessary. Such assignments shall be at the discretion of the Watch Commander.

11) Tardiness

A) “Extra Pool”

Personnel assigned to the shift “Extra Pool” who desire to select an assignment by seniority on a daily basis must be present at the start of the shift-line up. If not present, they will be removed from seniority order and placed at the bottom of the list for assignment selection.

Shift lineup will commence exactly one-quarter hour prior to the start of the shift as determined on the clock in the briefing room.

B) Unanticipated Tardiness (No Prior Notification)

When tardiness occurs for which there has been no prior notification, the Watch Commander will be authorized to use any available personnel to provide temporary coverage until a need’s assessment can be completed or the tardy Officer arrives.

Upon arrival, the tardy Officer will report to his or her scheduled duty assignment or if unassigned, be given an assignment by the Watch Commander. The Officer providing temporary assignment will be relieved and report to his or her selected preferred assignment.

Should overtime call-in become necessary, the Watch Commander will review the overtime equalization sheets and canvas personnel to work the required overtime.

C) Anticipated Tardiness (Prior Notification)

When the duration of tardiness is known or anticipated, coverage of the assignment will be offered to personnel as-

signed to the “Extra Pool”. Personnel assigned to the “Extra Pool” who wish to provide the temporary coverage will do so with the understanding that upon arrival of the tardy C.O., that C.O. will assume the assignment.

- a) If any coverage is provided by a C.O. on overtime, upon arrival of the tardy employee, the C.O. on overtime will be relieved and released from duty.
- b) If the coverage being provided by regularly scheduled personnel assigned to the “Extra Pool”, upon arrival of the tardy employee, the tardy employee will report to his or her scheduled assignment. The Officer from the “Extra Pool” will relieve the Officer on overtime and remain at that assignment for the duration of the day.
- c) Security personnel scheduled to work overtime after the line-up bidding procedure has been completed will fill the remaining assignment vacancies.

Frederick Netzel
Superintendent
Erie County Correctional Facility

Michael Bogulski
President, C.S.E.A. Local 815
Correction Section

Donald Ehinger
Director of Labor Relations

Stephen Caruana
President, Local 815

APPENDIX D

Working Day Swapping

1. Swaps must be initiated and completed within a pay period (14 calendar days). Four swaps are allowed per pay period. Same day shift swaps and RDO swaps will not be counted for the purpose of the four swaps per pay period rule.
2. Swap request(s) must be given at least four (4) days' notice in advance of when the swap will occur.
3. There will be no third-party swaps or more than one swap on the same day (double swapping). Vacation day exchange will not be considered a 3-way swap.
4. No swaps will be permitted that would allow employees to work more than sixteen (16) consecutive hours. Employees on a swap shall not be mandated to work overtime.
5. Swapping Officers must work that Officer's bid position. If the Officer is scheduled in the extra pool, management's right position, or armed post and the swapping officer is not qualified he or she will be placed in the extra pool with their swapping partner's seniority.
6. For the purpose of computing overtime, employees actually performing the hours worked beyond their regular scheduled shift waive any consideration of such hours for overtime.
7. It is acknowledged that the exchange of hours is voluntary and that no employer obligation is incurred.
8. Officer's filling out a swap form will be required to work and complete all shifts indicated on the form. Any violation of this may result in loss of swapping privileges and will be dealt with on an individual basis.
9. All swap approvals, and the suspension of privileges, are at the discretion of the Watch Commander and subject to the grievance procedure.
10. Early quits requested during **or after** line-up will be granted to permanently assigned shift staff, first by seniority, then to employees working on a swap, with their own seniority.

It is the individual Officer's responsibility to inquire into the availability of time off. If an Officer cannot be present at line-up, they must contact the Watch Commander at least fifteen (15) minutes prior to the start of the shift. It is agreed that should an incident arise where a female Officer is denied an early quit because she is the only female Officer on duty, the Watch Commander shall make every attempt to relieve this Officer, including canvassing for voluntary overtime.

11. When an employee swaps on a holiday, the employee actually working the holiday will receive four hours of holiday compensation as specified in subdivision (b) of Article 14.3 of the CBA/Contract for each holiday (shift) actually worked.
12. Probationary Officers are allowed to swap six (6) months following their completion of OJT.
13. The parties agree to continue to use the current "Employee Exchange Form" for swap request.
14. Except as expressly stated in this Appendix, all other provisions of the Collective Bargaining Agreement/Contract apply.

Fredrick Netzel
Superintendent
Erie County Correctional Facility

Michael Bogulski
CSEA, President
Local 815/Erie Unit

Robert L. Pyjas
CSEA President
Correction Section

APPENDIX E
207-C Policy and Procedure

Section 1:

The County of Erie and the Sheriff of Erie County recognizes that employees may become sick or injured as a result of the performance of their duties. It is the policy of the County of Erie and the Sheriff of Erie County to extend to its employees all those benefits that have been agreed to in the collective bargaining agreement as well as benefits granted by state and federal law.

Section 2: Procedure

- a. Any employee who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a line of Duty Injury Request Form (LDI) that must specify the nature of the injury or illness and it shall recite in detail how the injury/illness was incurred. In the event that an employee is unable to complete LDI Request Form, it shall be completed and submitted by the employee's immediate supervisor.
- b. Upon receipt of an employee's LDI report, it shall be the responsibility of the injured/sick employee's immediate supervisor to fill out and submit (on the same date as the injury/illness occurred) a C-2 form.
- c. The Sheriff shall have the authority to determine whether an employee is entitled to 207-(c) benefits. In making the determination, the Sheriff or his/her designee shall examine the facts and circumstances giving rise to the application for such benefits. On an initial determination for benefits, the employee must cooperate with the Sheriff and provide all necessary information, reports and documentation.
- d. The Sheriff or his/her designee shall have ten (10) working days to act on written request for 207-(c) benefits. In the case of a denial of benefits, the Sheriff shall issue a written determination to the affected employee setting forth the reasons for the Sheriff's decision.
- e. During the period of time when a request for benefits pursuant to Section 207-(c) of the General Municipal Law is

pending, an employee shall be allowed to utilize any accumulated time to continue on payroll. If the request is ultimately granted, the time used shall be restored in the next pay period after the Section 207- (c) benefits.

- f. If an employee's request is denied, he or she shall have the right to challenge the denial pursuant to the provisions set forth in Article 78 of the Civil Procedure Law and Rules.

Section 3: Medical Reports

An employee receiving medical care under GML Section 207-(c) shall be required to provide all medical, professional reports within thirty (30) days subsequent to receiving medical treatment to the Sheriff or his designee.

Section 4: Return to Work

- a. Employees incurring a GML 207-(c) injury/illness shall return to full duty when they have recovered and are physically able to perform their duties. In the event that the treating physician or surgeon recommended by the Sheriff certifies that the employee has recovered and is physically able to perform his/her duties, the employee will be removed from line of Duty Injury (LDI) status and returned to duty. If, however, the employee's private physician disputes such certification, the employee is entitled to a hearing before the Sheriff or his designee prior to his/her return to duty.
- b. Employees may be assigned to perform light duties consistent with the nature of their physical restrictions. In the event that a treating physician or a physician or surgeon recommend by the Sheriff certifies that the employee has recovered sufficiently and is able to perform light/limited duties, the member may be removed from LDI Status and assigned to a light/limited duty assignment. If, however, the employee's private physician has submitted documentation disputing such certification, the employee is entitled to a hearing before the Sheriff or his designee, prior to his/her return to duties.
- c. If the Sheriff determines that an employee is able to return to full duty or for light duty assignment, the Sheriff shall notify the employee in writing, advising the employee that

upon receipt of the return to work order, they had to report on the sixth (6) day following receiving notification. Subsequent to receiving the written return to work order and prior to reporting for work, an employee may submit medical documentation disputing and challenging the determination that the employee is physically able to return to duty. Once an employee has notified the Sheriff that he/she is challenging the return to full duty order or the light duty assignment order, said employee shall continue to be covered under GML Section 207-(c) benefits until a decision is issued subsequent to a hearing being held.

Section 5:

- a. If as a result of the hearing it is determined that the employee has recovered and is able to perform his/her duties or able to perform a light duty assignment, and the employee continues to refuse to return to work or accept a light duty assignment, the employee shall no longer be eligible to receive GML 207-(c) benefits.
- b. Employees may appeal adverse rulings by initiating an Article 78 proceeding in State Supreme Court. Pending the decision of the Supreme Court, employees may utilize their benefits pursuant to the terms of the collective bargaining agreement.
- c. All employees who are returning to duty from a service-connected injury/illness must first report to the Sheriff or his/her designee prior to returning to duty. Employees shall not be allowed to return to duty until a release has been signed by a competent medical authority which authorizes the employee's return to duty.

Section 6:

Every Section 207-(c) recipient shall be required to notify the Sheriff or his/her designee of any changes in his or her condition which may enable the employee to return to normal duties.

Section 7:

Subsequent to the return to full duty, an employee who re-injures a previous eligible 207-(c) injury or suffers a relapse of an eligible

207-(c) illness, said employee shall notify the Sheriff or his/her designee for the purpose of reopening their Section 207-(c) case within ten (10) working days of the discovery of the re-injury or relapse.

Section 8:

It is understood and agreed that no alteration or modification of the terms of this Agreement shall be made or recognized unless executed in writing between the County of Erie, the Sheriff of Erie County and CSEA. Any such agreement, modification, or alteration must, be signed by representatives of all parties to the agreement vested with the authority to make such agreement.

Section 9:

It is not the intent or purpose of this memorandum of Agreement to either change or modify any part of GML 207-(c). The parties further agree that the County does not waive its rights, which is currently provided by law.

Section 10: Exposure to Contaminants

Whenever employees become exposed to blood, air borne pathogens, chemical contaminates, or any other types of noxious material they shall:

- a. Immediately notify their supervisor
- b. The employee shall file an exposure incident report and a member requesting injured on duty status report.

Section 11: De Novo

In the event that New York State adopts legislation to provide for de novo arbitral review as a negotiable matter under General Municipal Law 207-(c), the Employer agrees to negotiate this issue within thirty (30) days after being signed into law.

George Loncar
Director of Labor Relations

Brian Doyle
Chief of Administrative Service

Richard Toth
Labor Relations Specialist

Charles Laudico
C.S.E.A. Unit President

APPENDIX F

K-9 Officer

This agreement is by and between the County of Erie and the Erie County Sheriff (hereinafter, jointly, "Joint Employers"), the Civil Service Employee Association Inc., Local Union 815(hereinafter "Union"), and Officer _____ (hereinafter the Officer").

Whereas, the Joint Employers are desirous of assigning the Officer to the K-9 unit to work during the (second/third) shift; and

Whereas, Section 29.1 of the parties collective bargaining agreement (hereinafter "CBA") allows bids to posted shift vacancies on the basis of seniority; and

Whereas, the Joint Employers state that they need the Officer in the K-9 unit to remain in the shift assigned even if a vacancy to another shift should open up for which he would be given preference on the basis of his greater length of seniority under Section 29.1 of the CBA.

Now, therefore, the parties have agreed as follows:

1. The Officer shall be assigned a dog shall be in the K-9 unit until such time as the dog dies or is retired, or for some other reason that precludes his being in the K-9 unit.
2. The Officer will remain in the (second/third) shift during such time as he is in the K-9 unit assigned a dog.
3. The Officer specifically waives the right he might have to shift preference under Section 29.1 during such time as he is in the K-9 unit and his dog has not died or retired, unless a shift opens up for which the Sheriff requires an Officer from the K-9 unit to be assigned.
4. During such time as he is in the K-9 unit, the Officer agrees to waive the right to file a grievance over failure to be assigned to a shift of his preference under Section 29.1 of the CBA, unless such grievance concerns failure to be given preference to a desired shift in which an Officer in the K-9 unit is needed.

5. The Officer agrees that he will be allowed to swap only with another Sheriff's Office K-9-unit member. Should the dog become incapacitated, and the Officer returned to line duty, normal swapping privileges will prevail until such time as the dog returns to duty.
6. The Officer acknowledges and agrees that the Union has fully and fairly represented him in the negotiation of the agreement. He further agrees that he is entering into this agreement of his own free will and without compulsion, that he wants to be in the K-9 unit requiring (during his term in the K-9 unit) waiver of rights under Section 29.1 of the CBA, and that assignment to the K-9 unit is a management prerogative that is not governed by the terms of the parties CBA.

Christopher Putrino
Richard Toth

Sheriff Timothy Howard
William Whalen

APPENDIX G

U-26220 & U-26255
County of Erie & Erie County Sheriff

The parties in the above-referenced proceedings, Civil Service Employees Association, Inc., Local 1000, AFSCME, Local 815 (Erie County Correctional Facility Unit) (CSEA) and the County of Erie and Erie County Sheriff (Sheriff) hereby agrees as follows:

- 1 The Sheriff agrees that it will not suspend employees without pay prior to a hearing;
- 2 Correctional Officer _____ will be made whole for the period he was suspended without pay on or about July 14, 2005;
3. CSEA will not raise an issue of double jeopardy in the arbitration proceeding on Officer _____ termination.
4. CSEA hereby withdraws improper practice charges U-26220 and U-26255, and the related grievance ECSO File #05-921A.

George Loncar
Director of Labor Relations
County of Erie

Brian Doyle
Chief of Administrative Service
Erie County Sheriff's Office

Richard Toth
Labor Relations Specialist
C.S.E.A

APPENDIX H

Weapons

1. Management, in its sole discretion, will decide who will be eligible to carry weapons on duty.
2. Management, in its sole discretion, will decide which posts are armed.
3. No grievance will be filed or entertained regarding paragraph 1 and 2.
4. From those employees that management, in its sole discretion, has trained, they can, in line with the current process, bid by seniority for those posts that management, in its sole discretion, has decided to be armed.
5. If an armed Officer is needed, they can be removed from their bid post for the purpose of being assigned to an armed post. To be clear, Officers, if qualified, will work an armed post if directed to do so.

Brian Doyle
Chief of Administrative Service
Erie County Sheriff's Office

William Whalen
C.S.E.A. Corrections Unit
President

Richard Toth
Labor Relations Specialist

APPENDIX I

Chemical Agents

1. All employees that were initially trained by the Erie County Sheriff's Office during the training academy will have their certificates updated if necessary. This would include, but not limited to any Officer with a seniority date of approximately 2001. This would include approximately 40-50 Correction Officers.
2. While the officers referenced in paragraph 1 are being certified, a voluntary list will be compiled of Correction Officers wishing to be trained in chemical agents.
3. Once the volunteers are trained, training in the use of chemical agents will become mandatory for all correctional staff. Remaining staff and all new hired will be required to attend and complete the training.
4. The Sheriff retains the right to rescind permission for the use of chemical agents at any time.

All medical issues will be addressed by management on a case by case basis.

Charles Laudico
President, C.S.E.A. 815

Brian D. Doyle
Chief Administration

Donald J. Livingston
Superintendent

APPENDIX J

Forestry

1. Officer assigned to the "Forestry Project" will not encumber space on the vacation or sign off procedures.
2. Officer assigned to the "Forestry Project" will have all requests for time off (vacation and compensatory) approved through the appropriate administrative authority.
3. This directive is intended to allow further access to time off for line staff that would have been encumbered by Officers assigned to the "Forestry Project" and to allow flexibility in scheduling the staff assigned to the "Forestry Project". This directive is done with the consent and agreement of the union.
4. Whenever the Forestry Division is off the Correctional Facility grounds, at least one (1) Officer per crew shall be armed.

Donald Livingston
Superintendent

Officer J. Frank
Correction Section President
C.S.E.A. Local 815

APPENDIX K

Mandated Overtime Order

1st- By number of mandates- Personnel with the lowest number of mandates will be ordered first, if number of mandates is equal, then by reverse seniority.

2nd- Personnel mandated the day before.

3rd- Personnel who are going into 5 or more days off (this includes any combination/connection of vacation, signoff, PL, or RDO)

4th- Personnel on early starts from the previous shift:

Least amount of early start hours will be mandated first. If early start hours are equal then the person with the lower number of mandates will be mandated first. If amount of mandates is equal, then personnel will be mandated by reverse seniority.

5th- Personnel who have a PL approved for the next day.

6th- Personnel who have to report back to complete a swap- Example, a 1st shift CO who has to report back on the 3rd shift. Any personnel in this section, who is relieved from the mandated shift, will be required to return and complete the remainder of their swap.

7th- Personnel who utilize their pass.

Relief for Mandated Overtime

Mandates will be relieved in the reverse order that they were mandated. The only exception to this order would be if a pass were utilized early in the mandate procedure and taken away later due to the exhausting of the available personnel list. The person whose pass was returned would be placed on the relief list in the place they would have originally been mandated (where they were when they utilized the pass). After an Officer is mandated to work overtime and a volunteer becomes available, the mandated Officer will have the option of keeping the mandate or giving it up.

Superintendent Donald Livingston
Erie County Sheriff's Office –JMD

Charles Laudico
President C.S.E.A. 815
Erie Corrections Unit

APPENDIX L

Personal Leave on Request

1. PL'S on request: Grant personal leave days when requested, for any day of the year, excluding holidays. LPN's shall be granted PL time based on staffing requirements as contained in the DOJ stipulated agreement.
2. Voluntary overtime coverage is required before granting a PL on all holidays and the following dates:

January 2 nd	Christmas Eve
Easter Monday (Dingus Day)	December 26 th
July 5 th	New Year's Eve
Thanksgiving Friday (day after Thanksgiving)	

3. Every Correction Officer will receive six (6) passes a year, to use under the system now in place at the Erie County Correctional Facility.
4. Light duty personnel will be granted time off as requested and are not to affect sign-off on the respective shift.
5. When an Officer is assigned to perform fire safety inspections, if that Officer has a job bid post, it will be bid on the daily extra list.
6. There will be one guaranteed sign off day. This means we are guaranteed to have at least one day of sign off every day of the year.
7. No Officer will be forced to work more the 16 consecutive hours.
8. When canvassing for multiple PL coverage, the Officer with the least amount of OT hours should be canvassed first, and be given the option of the amount of hours they prefer to work. PL's are granted by seniority only when the PL's requested are of equal time. If two Officers request PL's of different hours the PL will be granted on the volunteer's decision as to how many hours they are willing to work.
9. Holiday time will have to be earned prior to being used. Holiday time will still be able to be scheduled according to staff availability. Staff will not lose holiday time. It can be banked until retirement or resignation. Time not used upon leaving the County will be bought back in cash.

Jeffrey Frank, President

Frederick Netzel, Superintendent

APPENDIX M
MEMORANDUM OF UNDERSTANDING

WHEREAS, the Civil Service Employees Association, Inc. Local 1000 A.F.S.C.M.E, AFL-CIO, Local 815 (“CSEA”), including the Erie Unit, recently held internal union elections, and

WHEREAS, an agreement was recently reached, effective July 2, 2005, in which employees of the joint employer Erie County Sheriff’s Office and County of Erie (collectively “Joint Employer”), would retain CSEA status, but in a distinct entity (“New Entity”) that would negotiate terms and conditions of employment only with the Joint Employer, and.

WHEREAS, Robert Pyjas, an employee of Joint Employer, has been serving as appointed Grievance Chair of the CSEA, Erie Unit for some time with certain union release time rights commensurate therewith, and

WHEREAS, the Joint Employer recognizes the importance of the ability of CSEA to timely investigate and handle union grievances, including those filed against Joint Employer, and.

WHEREAS, the Joint Employer acknowledges Article IX of the Collective Bargaining Agreement CBA

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED

1. The practice of granting full union release time to the Grievance Chair of the CSEA, Erie Unit shall continue and Robert Pyjas shall be granted full union release time for only as long as he holds the appointed position of Grievance Chair.
2. The President of the New Entity, as per Article IX of the CSA, will receive and be limited to eight (8) hours of union release time per week, until such time as a new CBA is negotiated.
3. Effective July 2, 2005, the CSEA and the New Entity agree to commence negotiations for a successor CBA covering only employees of the Joint Employer.

Patrick M. Gallivan,
Sheriff of Erie County

Terrence Melvin, CSEA
Executive Assistant to the President

George Loncar,
Director Erie County Labor Relations

APPENDIX N

MEDIATION/ARBITRATION OUTCOME

I. Case Information

A. Case No. _____

B. Grievant's Name _____

C. Date of Suspension _____

II. Results of Mediation

A. This case has been successfully mediated as follows:

B. This case could not be successfully mediated. _____

III. Arbitration Award

I, _____, having heard the above-captioned matter presented by the parties issue the following award:

A. The grievance is denied in its entirety. _____

B. The grievance is sustained in its entirety. _____

C. The discipline imposed in this matter is modified as follows:

Date: _____

APPENDIX O

LPN's Single Days Off

1. LPN Single Day Off Request: All request for a single compensatory, or single vacation days off shall be submitted no more than fourteen (14) days from the date requested. At the time of the submission of the PO 19, it shall be incumbent upon the employer to canvass for overtime, if necessary, in order to accommodate the request. Such request will be granted, as soon as possible, but no later than forty-eight (48) hours prior to the assigned shift.
2. Regardless of whether another employee has already been approved for a single vacation, personal leave day or compensatory day, if another employee submits for a personal leave day for that same shift, the employer shall be required to canvass for additional overtime to attempt to accommodate such personal leave request.
3. In cases where an employee has volunteered for such a single compensatory day, personal leave, vacation day of overtime in order to accommodate leave requests and leading up to the overtime the employee reneges on their pervious commitment, absent a medical note, such employee shall not be allowed to volunteer for a single compensatory day, personal leave, or vacation day of overtime for a period of thirty (30) calendar days. In the case of a second occurrence within six (6) months of the first occurrence, such employee shall not be allowed to volunteer for a single day of overtime for a period of sixty (60) calendar days. In the case of a third occurrence within six (6) months of the second occurrence, such employee shall not be allowed to volunteer for a single day overtime for a period of ninety (90) calendar days.

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